

**Harbor**  
**Communications**

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

February 19, 2002

Dear Sir:

Enclosed is an Application for Authority to Provide Alternative Local Exchange Service Within the State of Florida for Harbor Communications, LLC. Also enclosed are Harbor's Financial Information, Local Services Price List, resumes' of key personnel, and the Application Fee of \$250.00.

For reference, Harbor Communications is simultaneously submitting an Application for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida.

The primary contact for Harbor Communications, LLC for all matters relating to this application is:

Jerry Cherne, Director of Regulatory & Client Relations  
Telephone: 251.662.1518  
Fax: 251.662.1534  
Email: [jcherne@hARBORTel.com](mailto:jcherne@hARBORTel.com).

For clarification purposes regarding the enclosed resumes' the following information is provided:

Alan Ellison is President of Harbor Communications, LLC. As such I am ultimately responsible for all aspects of our entire operation.

Jerry Cherne is Director of Regulatory & Client Relations. Besides Regulatory he is also responsible for provisioning and customer service.

Ed Forbess is our Director of Engineering. Although initially Harbor will resell BellSouth services, we do anticipate becoming facilities based and Ed will manage this aspect of our operations as well as being involved on the technical side of trouble resolution.

ORIGINAL

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

JRM

020159-TX

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DOCUMENT NUMBER-DATE

618 Azalea Road • Mobile, AL 36609  
Phone 251.602.5507 • Fax 251.602.5778

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FPSC-COMMISSION CLERK

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# *Harbor*

## *Communications*

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Mark Baggs is the Director of Information Systems. As such he is responsible for our operational support system including billing and electronic interfaces with our vendors.

In addition to the above personnel, our parent company, RTDMT has an on staff attorney, Joey Jones and a CPA, Jerry Talbert. These individuals provide support as needed.

If I can be of further assistance, please contact me at 251.662.1501. As a team, I want to provide assurance that Harbor Communications will abide by and work closely with the Commission in all and any matters.

Sincerely,

Alan D. Ellison

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

**DIVISION OF REGULATORY OVERSIGHT**  
**CERTIFICATION SECTION**

**APPLICATION FORM**  
**for**  
**AUTHORITY TO PROVIDE**  
**ALTERNATIVE LOCAL EXCHANGE SERVICE**  
**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 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 12).

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**

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**

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## APPLICATION

1. This is an application for  (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:

HARBOR COMMUNICATIONS, LLC

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

HARBOR COMMUNICATIONS, LLC

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

HARBOR COMMUNICATIONS, LLC  
618 AZALEA ROAD  
MOBILE, AL 36609

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

NONE (OFFICE WILL BE ESTABLISHED AT A LATER DATE IN PENSACOLA)

6. Structure of organization:

- Individual
- Foreign Corporation
- General Partnership
- Other LIMITED LIABILITY COMPANY (LLC)
- Corporation
- Foreign Partnership
- Limited Partnership

7. If individual, provide:

Name: N/A

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

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

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

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

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

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

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

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

N/A

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

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

MD2000000305

10. **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:

N/A

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

(a) The Florida Secretary of State registration number:

\_\_\_\_\_

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

Name: N/A

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

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

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

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

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

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

13. **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: N/A

14. Provide **F.E.I. Number**(if applicable): 63-1288255

15. 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. Provide explanation.

N/A

(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.

ALAN ELLISON, PRESIDENT OF HARBOR COM. WAS FORMERLY A VICE PRESIDENT WITH ACTEL INTEGRATED COMMUNICATIONS WHO FILED BANKRUPTCY IN APRIL 2001. AT THAT TIME, VIRTUALLY ALL EMPLOYEES WERE LET GO, INCLUDING THIS INDIVIDUAL. HE WAS VP OF ENGINEERING.

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

(a) The application:

Name: JERRY CHERNE  
Title: DIRECTOR OF REGULATORY + CLIENT RELATIONS  
Address: 618 AZALEA ROAD  
City/State/Zip: MOBILE, AL 36609  
Telephone No.: 251-602-6681 Fax No.: 251-602-5778  
Internet E-Mail Address: JCHERNE@HARBORTEL.COM  
Internet Website Address: HARBORCOM.COM (UNDER CONSTRUCTION)

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

Name: JERRY CHERNE  
Title: DIRECTOR OF REGULATORY & CLIENT RELATIONS  
Address: 618 AZALEA RD.  
City/State/Zip: MOBILE, AL 36609  
Telephone No.: 251-602-6681 Fax No.: 251-602-5778

Internet E-Mail Address: JCHERNE@HARBORTEL.COM  
Internet Website Address: HARBORCOM.COM (UNDER CONSTRUCTION)

(c) Complaints/Inquiries from customers:

Name: JERRY CHERNE  
Title: DIRECTOR OF REGULATORY & CLIENT RELATIONS  
Address: 618 AZALEA RD.  
City/State/Zip: MOBILE, AL 36609  
Telephone No.: 251-602-6681 Fax No.: 251-602-5778

Internet E-Mail Address: JCHERNE@HARBORTEL.COM  
Internet Website Address: HARBORCOM.COM (UNDER CONSTRUCTION)

17. **List the states in which the applicant:**

(a) has operated as an alternative local exchange company.

NONE

(b) has applications pending to be certificated as an alternative local exchange company.

ALABAMA

(c) is certificated to operate as an alternative local exchange company.

NONE



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(d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

*NONE*

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

*NONE*

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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.

*NONE*

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18. **Submit the following:** *ATTACHED*

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

**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.**

**C. Financial capability.** ATTACHED

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. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.


**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 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:**

ALAN D. ELLISON  
Print Name

  
Signature

PRESIDENT, HARBOR COMMUNICATIONS  
Title

FEB. 7, 2002  
Date

251-662-1501  
Telephone No.

251-602-5778  
Fax No.

Address: HARBOR COMMUNICATIONS, LLC  
618 AZALEA ROAD  
MOBILE, AL 36609

**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 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:**

ALAN D. ELLISON  
Print Name

  
Signature

PRESIDENT  
Title

FEB 7, 2002  
Date

251-662-1501  
Telephone No.

251-602-5778  
Fax No.

Address: HARBOR COMMUNICATIONS, LLC  
618 AZALEA ROAD  
MOBILE, AL 36609

INTRASTATE NETWORK (if available) *N/A*

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

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

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

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

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

3. **TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

## ***Alan D. Ellison***

19194 Fairfax Drive  
Fairhope, AL 36532  
(C) 334.510.1139 (H) 334.928.1501  
Email: aellison@x-ergy.net

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### **Summary:**

Having spent more than a decade serving educational and business needs through the application of technology, I have developed a set of skills best applied to the management of limited resources. My experience managing resources in the area of personnel, investment capital, and time constraints has offered me an opportunity to develop skills that are applicable to various industries and projects.

### **Professional Experience:**

#### **Senior Vice President – Network Services, 1998 to 2001**

Actel Integrated Communications, Inc. Mobile, AL

A Competitive Local Exchange Carrier (CLEC) offering local telephone service, long distance service and high speed Internet access to business customers across three states.

Responsible for:

Information Systems Management, Network Engineering, Network Operations, Installation & Maintenance, and the Physical Plant Development

- Responsible for the execution of the company's deployment strategy
- Managed the Network Services budget to within a one percent variance
- Recruited, hired and managed an organization of 42 engineers, programmers and technical professionals
- Managed the deployment of the company's network including site construction, material procurement and contract management and budget performance
- Successfully constructed eight telephone and data switching facilities across three states in a twelve month period at a cost of \$35 million
- Managed the development of the company's Operational Support Systems which supported the processing of customer and company data
- Directed the project management activities of Andersen Consulting's delivery of \$10 million Operational Support Systems platform
- Directed the design and deployment of the company's Network Operations Center (NOC)
- Managed the development of Statements of Work (SOW's) for all contractual services
- Directed the development and implementation of Standard Operating Procedures (SOP's) for network management, capacity management, trouble resolution and overall network operations
- Executed the role as technology expert to secure \$75 million in equity investment from Deutsche Bank Capital Investors and Sandler Capital Management
- Directly supported the sales & marketing organizations with respect to product development and pricing

**Account Executive – Advanced Data Services, 1997 to 1998**

e.spire Communications, Inc.

An Integrated Communications Provider headquartered in Annapolis Junction, Maryland that operates fiber networks and voice switches on a national basis.

- Lead account executive for data communications products including ATM, Frame Relay, IP
- Lead account executive for data communications hardware by providing technical expertise, network design and troubleshooting services for three sales offices
- Designed and sold data service products to medium and large enterprises consisting of ATM, Frame Relay and IP
- Provided high-level guidance in a variety of areas related to technology

**Director of Management Information Systems, 1989 - 1997**

Jefferson Davis Community College

A state funded two-year college offering educational opportunities focusing on business and telecommunications. The college is home to the Center for Telecommunications Technology, which delivers emerging technology solutions to businesses within the state of Alabama.

- Managed information flow between the college's information systems users and application developers.
- Directed the activities of technical and non-technical employees in the information systems department
- Designed and implemented accounting and student information systems written in COBOL and RPG in an AS/400 environment
- Developed a student tracking and retention system based on IBM AS/400 and Unix platforms
- Built and managed the college's information systems department which was recognized repeatedly by the Alabama Department of Postsecondary Education for its timeliness and accuracy in the submission of data
- Served two years on the Department's Data Management Advisory Committee
- Served three successive terms as president of a software users group for Alabama community colleges
- Managed the College's federal Title III Grant program which funded projects focusing on the application of technology in the areas of student retention and development
- Managed the Center for Telecommunications Technology's video conferencing network by providing design, implementation and technical expertise
- The system is now in use at multiple colleges and universities throughout Alabama including Auburn University, the University of Alabama, and the University of South Alabama

**Education:**

University of West Florida  
Masters in Business Administration

Auburn University  
B.S., Business Administration

**Jerome (Jerry) Cherne**  
52 Caisson Trace  
Spanish Fort, Alabama 36527  
Home 334-621-0559 Cell 334-510-7121

## **Work Experience:**

1998 to 2001 Actel Integrated Communications

### **Vice President of Carrier Services**

Managed the following departments: Long Distance Product Development, Tariffs and Rate Administration, Network Audit, Network Analysis, Access Billing (CABS), Regulatory Reporting, and Carrier Relations. Responsibilities included: network contracts/negotiations, network vendor selection, vendor implementation process, interconnect analysis, CARE implementation, cost analysis for product delivery, long distance product development/implementation, vendor relations, tariff process, facility order approval, invoice audit, and other assorted duties which sometimes included network provisioning, quality control, coordination of large installations, and major trouble resolution coordination.

Significant achievements included:

- Vendor disputes of over \$1million during 2000 with a 92% success rate.
- Reduction in Cost of Goods Sold by transitioning from special access to UNE's and began transition from resale to UNE-P.
- Reduction of 15% in network cost by renegotiating contracts and moving services among vendors.
- Implemented own CIC and FGD trunking resulting in 40% long distance savings.
- Local service, long distance service and/or access tariff/certification approval in 18 states.
- Quality control resulting in provisioning changes, which lead to fewer errors, increased revenue and faster installation intervals.
- Proven ability to select the right people for the right job, coordinate their activities, train, motivate, and manage them to success.

1995 to 1998 Touch 1 Communications

### **Director in Operations and Regulatory Affairs**

- Implemented and managed network audit/analysis procedures resulting in annual savings of several million dollars while increasing network efficiency.
- Effectively managed and increased efficiency of Network Audit and Analysis, Regulatory Affairs and Network Management teams by establishing goals, internal training and recognizing individual strengths.
- Responsible for analysis, selection and negotiation of vendor contracts.
- Managed complete regulatory and call rate process including maintenance of FCC and 48 state tariffs, competitor monitoring, and ensured compliance with federal and state regulations.
- Negotiated settlement with consumers during complaint process while protecting company against further action. Worked with attorneys and consumer advocate agencies to litigate consumer complaints. Maintained and improved relationships with Public Service Commissions.

### **Manager of Customer Relations**

- Established new call center to contact customers, evaluate customer products, and improve customer retention. Retention rate improved significantly.
- Supervised a staff of 45 employees. This included interviewing, hiring, training, performance monitoring, coaching, goal setting, and disciplinary actions.



1993 to 1995      Gulf Long Distance/Gulf Telephone

**Product Manager**

- Monitored and evaluated products focussing on marketability and profitability.
- Created operator services line of products that exceeded sales projections by 40% and revenue projections by 60%.
- Developed operator services tariff for four states and the FCC.
- Trained sales and support personnel on new products. Delivered presentations for large prospects.

**Sales Manager**

- Established new sales office in Pensacola, Florida. Hired and trained sales and support personnel.
- Achieved nine-month sales goal in six months. Consistently surpassed sales goals while maintaining the stature of the top sales office in the company. Promoted to regional sales manager.

1991 to 1993      MCI/Telecom\*USA

**Technical Service Consultant**

- Trained sales and support personnel in new products and basic telephony.
- Assisted sales personnel in preparation and presentation of customer proposals. Coordinated circuit installation and customer support for major accounts. Recognized for achieving and maintaining retention level that ranked in the top 10% within MCI.

1989 to 1991      Long Distance Systems, Inc.

**Operations Manager**

Responsibilities included management and supervision of switch maintenance, provisioning, billing, customer service, vendor contract negotiations, network inventory, invoice audit, accounts payable, collections, product development, and general administration.

1977 to 1988      United States Government

**Telecommunications Manager**

- Supervised and coordinated the activities of more than 100 employees.
- Total responsibility for all telephone related activities including planing, operations and administration for nine military installations.
- Responsibilities included all inside and outside plant operations including nine PBX's and one tandem switch, telephone installation and maintenance for over 11,000 subscribers, cable repair and installation, switchboard operations, customer service, provisioning, record keeping, billing, equipment, contracts, vendor relations, network planing, general administration, and budget forecasting/compliance.
- Supervised and lead negotiations resulting in executed contracts for four PBX's, one tandem switch and numerous cable projects.
- Responsible for decreasing budget while substantially increasing subscriber services. For these efforts received highest award from the Secretary of the Navy and Commandant of the Marine Corps.

**Instructor**

- Four years as telecommunications instructor. Received several achievement awards

Education

Associates Degree Central Texas University. Other credits from University of Maryland. Numerous other courses and schools dealing with telecommunications, leadership and management.

# **Ed Forbess**

128 D'Estrehan Road  
Fairhope, Al,36532  
601-853-2653  
edforbess@cs.com

## **2001 – Present**

### **Consulting**

Currently consulting for Airband, a wireless internet provider based in Dallas with services in Dallas, Houston, Harbor, Chicago and Washington DC. I have been tasked with a nationwide network RFP, NOC development to include processes and procedures, skills training for NMS and Trouble Management platform development. I am reporting directly to the VP and COO of Operations and have a NOC staff of 12 reporting to me maintaining a 7 x 24 operations center.

## **1999 – 2001**

### **SR Director Network Services**

**Extensive corporate telecommunications experience has allowed me to soundly contribute to the rapid growth required in today's Telecommunication arena and with Actel Communication. Actel Corporate is located in Mobile Al. and was up and operational in 8 markets offering Voice and Data services.**

I joined Actel Communications (ISP) in the Fall of 1999 with responsibility for Network / Switch Engineering, Operation I&M as well as the Deployment and expansion of an addition 5 cities into the Actel existing network. Supported a 7 x 24 NOC, which accommodates NMS, Network Provisioning and Data Support Services. Have successfully work through Network Deployment requirements and have created a team consisting of Lucent, Cisco and Actels own Engineering group for the rapid deployment / expansion process.

- I have worked with Bell South and developed working process for Operations and Provisioning of services for day to day product delivery for Actel.
- Engineered and managed the Collocation of Actel access equipment into over 30 Bell offices
- Engineered, designed and constructed a state of the art NOC for Trouble management, Voice and Data network support to include staffing and NMS
- Worked closely with Sales to define and develop a presale support TSE staff (Technical Sales Engineers) to support Sales training and provisioning processes.
- Worked with Engineers to develop methods for tracking expansion management for Capacity for local and backbone networks.
- I worked closely with Sales and Marketing to turn their projections to network growth cost for budgeting purposes.
- Worked through the processes and requirements as it relates to the use of EEL's (enhanced extended loops) with Bell South to lower local market transport cost and to increase market density in place of costly collocation challenges.
- Have worked with Cisco on solutions to move voice and data services to the edge through the use of ATM.
- I have responsibility and work closely with Switch Engineering to define and validate voice capacity needs with just in time provisioning to save on network costs when possible.
- Have been a key player internal to Actel in support of Service provisioning and the design and implementation of a state of the art OSS billing, Provisioning and Trouble Management system.
- Worked closely with Senior Management to provide Budgeting figures for Staffing, Network cost and CapX requirements for coming year's operations. Also responsible for the Monthly PNL for existing Operations Budget and validation to variance.

## **SkyTel Technologies - Jackson, MS**

### **Director Telecommunications / Engineering**

**Communication leadership of a growth- and globally-oriented public company**

**Extensive corporate telecommunications experience- both as a Director of Network Engineering and as a Director of Telecommunications with international experience and a knack for system integration- had been very useful during my employment with Skytel.**

When I joined, we were perilously understaffed in the area of Telecom, and Operations were barely able to keep up with the demands for the build-out of the first nation wide 2-way messaging network. With the proper staffing I put into place and crisp controls implemented we were able to rapidly build-out as well as maintain our products and service offerings. Shareholder approval was achieved and a major carrier, WorldCom at a high multiple of our modest but growing earnings acquired Skytel. As a Director of Network Engineering from 94 to 96 and Director of Telecommunications from 96 to 99, I've played a key role on a hardworking management team that turned around a bad situation and rewarded the shareholders.

### **1996-1999**

#### **Director Telecommunications**

Reporting to the Vice President of Operations, I managed all corporate communications including customer care, billing, financial planning/budgeting, 7 x 24 WAN maintenance, service provisioning, Telecom Act of 1996 implications, vendor relations/contract fulfillment, SatCom Services and Telecom development projects. Also worked with human resources and corp. legal on contract approvals. Staff of 55

- Produced and managed the telecom operations budget within 3% of variance at an annual average of \$45 million
- Hired and maintained a 7 x 24 technical maintenance group responsible for all telecom services and over the course of 4 years we were able to bring our MTTR (mean time to repair) from 18-hour average down to 4 hours. Work directly with the Customer Support group through all production service resolutions. This resulted in much greater network availability and a positive for customer satisfaction. SLA'S (Service Level Agreements) were produced and maintained within this group which supported all sales and marketing goals.
- Developed and maintained an interactive relationship with our key vendors and service providers which required them to staff onsite technical personnel. This gave us the ability to work through maintenance and engineering issues on a real time basis.
- Developed a billing and service validation department for new and existing services. Through extensive research and automation processes we were able to save the company several million dollars annually.
- Researched, bid and implemented a Customer Care ACD platform tying in 3 major call centers with a daily call rate of 75,000 per day.
- Managed a base of close to 1 million 800 numbers with business and recovery planning in support of a call rate of 55 million completions a month.
- As a result of the telecom act of 1996 and the pay phone surcharges, a process was developed in the Telecom group to capture and pass through billing at a company savings of over \$4.5 million annually.

### **1994 – 1996**

#### **Director Network Engineering**

Reporting to the Vice President of Development, I was responsible for the rapid build out of a WAN (wide area network) to accommodate the voice and data requirements for a new operating system. I managed the deployment of remote equipment as well as the provisioning process of the supporting telecom services. Staff of 15.

- Developed and provided executive level reporting on performance and standards as it related to the production LAN and WAN for vendor components and through-put on voice and data services.
- Developed a service-provisioning group responsible for the installation of over 4,600 VGPL's (voice grade private lines) and over 250 Frame Relay services that are in service today. Through the implementation of automated processes with our vendor we were able to standardize installation intervals and manage construction schedules saving in manpower costs as an end result.
- Managed the build-out of over 75 co-locations sites within the MCI operations facilities nation wide. Through this process we were able to secure and maintain power, climate and access for the day to day growth needs.
- Negotiated and implemented two contracts with MCI for 7 x 24 maintenance and technical staffing in support of the 2-way WAN. These costs total over \$2.6 million annually but have shown a net savings to SkyTel of over \$1 million per year.
- Instrumental in the planning and negotiations of a service contract between SkyTel and their primary service provided which totals \$300 million at term. The terms of this contract have allowed for the provisioning of voice and data services with very aggressive pricing structures and cost savings of up to 35% annually.

## **MCI Telecommunications 1983–1996**

**1991 – 1996**

### **Sales Engineer / Service Manager**

Reporting to a regional Sr. Manager out of Atlanta GA, I was responsible for day to day pre and post National Account sales support for various fortune 500 companies in the Florida area. These duties included new and existing services on a 7 x 24 basis. I worked with a Sales team out of the Orlando Florida location and traveled to the customer location as required. I had a staff of 8 to 10 service managers under my responsibility.

- Implemented monthly service meetings with the key customers and presented network availability data. As a result we were able to isolate needed areas of improvement with documented results giving the customers incentive to acquire additional services from MCI.
- Managed a program between the network operations groups and the sales organization at a regional level and promoted a cross understanding of expectations from each other. As a result, as a company we were better able to manage customer expectations and were able to deliver quality services in a timely manner.

**1983 – 1991**

### **Technical Operations**

**I reported to two different regional Sr. Managers, the first in Southern California and the other in Central Florida. During this time frame I was responsible for various duties in support of the installation and maintenance of all voice and data products with in the given region. Through entry-level positions I worked my way into lead and supervisory roles in support of a 7 x 24 operation.**

- In the switch area I was trained to support and maintain a DEX 600E and a DMS 250 support network and customers dedicated networks.
- I put together the first outside plant team in Southern California supporting the installation of end equipment for services provided by MCI. As a result we were able to accommodate customer requirements and sales growth in this area.
- I was chosen to cross train in the area of satellite technology in support of MCI acquiring SBS systems. As a result we were able to fully support existing customers on a 7 x 24 basis.

**United States Air Force 1975 – 1979**

Telecommunications Tech Control Specialist

I worked in Tokyo, Japan through most of my enlistment in support of the 5<sup>th</sup> Air Force Command Center. I carried a Super Secret security clearance and was responsible for the operations of the commander's voice and data networks.

**EDUCATION 1981–1983 Okaloosa-Walton Jr. College Niceville, FL**

A.S. program in electronics trouble-shooting and repair with a focus in the area of communications.

## **Mark Baynard Baggs**

1 Lancers Lane

Spanish Fort, AL 36527

334.626.5111

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### **Objective:**

To obtain a challenging and responsible management position that will utilize my administrative and organizational skills and provide a solid path for career growth.

### **Strengths:**

Twenty plus years covering banking, manufacturing, communications, information technology, and project management plus several other minor areas... Organized... Goal oriented... Able to manage and direct multiple departmental projects... Can think calmly and act decisively in pressure situations... Learn quickly and retain knowledge... Understanding of routers, PBXs, channel banks, CSU/DSUs, WANs, LANs, and data processing with respect to the different platforms (i.e. mainframes, midranges, client/server)... Excellent knowledge of Microsoft Office products, Aldus Pagemaker, Windows operating systems, AS/400.

### **Career History:**

**8/99 – Present**

#### **Senior Director, Information Technology**

#### **Actel Integrated Communications, Mobile, AL**

- Manage department of 23 with three direct reports, IT Systems Manager, Sr. Manager Internet Services, and Sr. Manager of IT.
- Develop and maintain policies and procedures specific to IT within internal departments
- Develop and maintain annual budget for IT as well as identify priorities for long term capital expenditures
- Work with executive management to maintain the direction of IT within a given business strategy
- Responsible for evaluation and selection of vendors for specific applications and the ongoing management of those vendor relations
- Managed build-out of internal corporate LAN's and WAN, which includes all hardware and software support at 9 Actel locations for 350 employees using 140+ laptops, 265+ desktops and 26+ servers
- Manage staff of programmers, DBA's, UNIX administrators, and Business Analyst to run systems for order entry, order tracking, customer care, trouble ticketing, call rating, taxing, billing, carrier access billing (CABS), customer account record exchange (CARE), CDR collection, and call detail mediation.
- Built industry standard OSS using Clarify, Vitria, Lucent Kenen Arbor B/P, Metasolv, Tuxedo, BillDats, Vertex, and Great Plains. The main applications reside in Oracle databases on Sun E5500 Servers. DPC is also used for taxing in a legacy order entry and billing system.
- Manage Internet Services Department which is responsible for the creation and implementation of Actel's corporate web site, intranet, internet software development, and graphics/multimedia support for all departments. Internet Services also designs and hosts commercial web sites, multimedia presentations, and internet based software applications, manages customer email accounts, Usenet newsfeeds, and multimedia broadcast. Software used is Dreamweaver, Fireworx, 1-4-all, PhotoShop 5.0, AddWeb, Visual Interdev 6, Visual Basic 6, SQL Server 7, 40tude, Image Composer, Macromedia Flash 5, Lview Pro, PC Anywhere, Adobe Illustrator 4, MSFrontpage 2000, Visual C++.
- Oversee physical plant maintenance and security

**8/98 – 8/99**

**Technical Consultant II**

**ITC^Deltacom, Mobile, AL**

- Worked closely with sales personnel and customers to assist with complex telecommunication application design consisting primarily of T1's configured for a combination of voice and data.
- Ensured existing customer applications needs are met as related to integrated voice and data networks, complex voice networks and applications, and internet applications.
- Worked in conjunction with sales team to prepare and deliver presentations and proposals on complex systems.
- Delivered technical training to the field sales organization.

**6/84 – 8/98**

**National Floor Products, Florence, Alabama, acquired in May of '94 by**

**Domco Industries, Farnham, Province of Quebec, Canada**

- Over IS department at 2 Alabama locations.
- Planned yearly budget for department.
- Implementation of 2 server 93 client network.
- Installed and migrated to an IBM AS/400 computer in 6 weeks.
- Installed IBM remote controllers for accessing corporate computer in Quebec via frame relay.
- Coordinated and supervised installations of new phone systems.
- Tuned and maintained performance of AS/400 that serves 14 North American sites.
- Assisted in design of company wide area network consisting of LAN's in Florence, Houston and Farnham, Quebec.
- Installed video conferencing equipment to connect Florence and Farnham, Quebec.
- Planned and supervised the installation of 2 IBM system 36 computers.
- Installed 2 Zebra bar code printers and implemented the bar code labeling system.
- Installed PC based desktop publishing system and trained users on same.
- Installed Premenos EDI software and implemented system with Sears, Color Tile and Lowes.
- Installed communications hardware and software for sales-force remote access to system 36.
- Assisted in installation and programming of Allen Bradley programmable logic controller on manufacturing line.
- Wrote complete general ledger system – 11,000+ lines of code.
- Wrote on-line order entry system and procedures for customer service.
- Wrote and implemented magnetic media reporting to the IRS, the SSA and The Alabama Department of Industrial Relations.
- Installed and Maintained a Novell 4.11 network.
- Assisted in implementing Kronos timekeeping system on server with daily data uploads for payroll.
- Responsible for evaluating, recommending and making hardware/software purchases.

**3/81 – 6/84**

**First State Bank, Decatur, Alabama**

- Manager of Information Systems.
- Responsible for the processing of all daily, monthly, quarterly, and year-end banking transactions.
- Wrote and maintained programs for demand deposit accounts, savings accounts, certificates of deposit, commercial loan accounts, installment loan accounts, fixed assets, and special reports for management.
- Developed and started the use of remote computer terminals via communication lines at branch offices.
- Maintained the functionality of our Diebold ATM machines.

**Education:**

Darlington Preparatory School, Rome, Georgia

University of Alabama, Tuscaloosa, Alabama

Management, marketing, economics, statistical analysis studies -- University of North Alabama, Florence, Alabama

IBM management seminars & training

20+ IBM courses covering the IBM System/36 and AS/400, 6 Novell CNE Courses, Windows NT, Microsoft Exchange Server



***Harbor***  
***Communications***

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Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

February 19, 2002

Re: Application for Authority to provide Alternative Local Exchange Service for Harbor Communications, LLC

To Whom It May Concern:

Harbor Communications, LLC only recently began operations. As such, audited financial statements are not available.

Attached are four (4) documents. The first is a letter from our bank indicating an open line of credit to cover first year expenditures in the amount of \$1 million. The next three attachments are Harbor's Cash Flow Projections, Profit and Loss Projections, and our Revenue and Customer Forecast. I affirm that the information in these financial projections are true and correct.

We anticipate that this documentation will support our firm belief that Harbor has sufficient financial capability to provide the requested service, maintain the requested service, and meet our other obligations as it pertains to providing service to Florida Customers in the northwest part of the state.

If you require additional information or need clarification please feel free to contact us through our primary regulatory contact:

Jerry Cherne  
Director of Regulatory & Client Relations  
251-662-1518

We look forward to working closely with the Florida Public Service Commission.

Sincerely,

Alan Ellison  
President

# *Harbor*

## *Communications*

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Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

February 19, 2002

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Jerry Cherne  
Director of Regulatory & Client Relations  
251-662-1518

We look forward to working closely with the Florida Public Service Commission.

Sincerely,

Alan Ellison  
President



WARREN R. KING  
Executive Vice President

February 7, 2002

Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Gentlemen:

RE: Application for Authority to provide Alternative Local Exchange Service within the State of Florida for Harbor Communications, LLC.

This letter is in reference to the application pending before the Florida Public Service Commission by Harbor Communications, LLC, for a certificate granting authority to provide Alternative Local Exchange Service within the State of Florida for Harbor Communications, LLC.

An open line of credit has been established at Regions Bank by the owners of Harbor Communications, LLC, to supply operating capital during the company's development and expansion phase. The anticipated cash requirements for the company's first year of operations which Regions Bank has committed to lend under the line of credit are in the approximate amount of \$1,000,000.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "W R King". The signature is written in a cursive style with a large, looped "W" and "K".

Warren R. King  
Executive Vice President

/ad

**Harbor Communications, LLC**

Cash Flow Projections

	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Total
<b>Cash Flows From Operating Activities</b>													
Net income (loss)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (45,487)	\$ (61,995)	\$ (64,961)	\$ (172,443)
Administrative Charge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Changes in working capital</b>													
Carrier Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts receivable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,188)	\$ (1,188)	\$ (2,377)
Accounts payable and accrued expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ 300	\$ 600
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (45,487)	\$ (62,884)	\$ (65,849)	\$ (174,219)
<b>Cash Flows from Financing Activities</b>													
Draws of credit facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment of credit facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dividend Distribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed equity/ additional financing needs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,678	\$ 72,076	\$ 75,040	\$ 201,794
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,678	\$ 72,076	\$ 75,040	\$ 201,794
Net change in cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,191	\$ 9,192	\$ 9,191	\$ 27,575
Cash beginning of period	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,191	\$ 18,384	\$ -
Cash ending of period	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,191	\$ 18,384	\$ 27,575	\$ 27,575

**Harbor Communications, LLC**

Capital Investment Schedule

	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Total
Operating Capital Invested								\$ -	\$ -	\$ 54,678	\$ 72,076	\$ 75,040	\$ 201,794
								\$ -	\$ -	\$ 54,678	\$ 72,076	\$ 75,040	\$ 201,794

**Harbor Communications, LLC**

Cash Flow Projections

	Jan-02	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02	Total
<b>Cash Flows From Operating Activities</b>													
Net income (loss)	\$ (78,729)	\$ (129,480)	\$ (104,700)	\$ (104,303)	\$ (60,735)	\$ (36,503)	\$ (11,264)	\$ 15,324	\$ 42,095	\$ 68,130	\$ 86,398	\$ 113,599	\$ (200,168)
Administrative Charge	\$ 117	\$ 1,838	\$ 4,366	\$ 8,443	\$ 11,601	\$ 14,090	\$ 16,679	\$ 19,283	\$ 21,911	\$ 24,550	\$ 27,189	\$ 29,828	\$ 179,895
Changes in working capital													\$ -
Carner Deposits	\$ -	\$ (15,552)	\$ (19,974)	\$ (31,848)	\$ (24,655)	\$ (19,431)	\$ (20,211)	\$ (20,328)	\$ (20,523)	\$ (20,601)	\$ (20,601)	\$ (20,601)	\$ (234,327)
Accounts receivable	\$ (1,188)	\$ (52,446)	\$ (77,003)	\$ (124,245)	\$ (96,203)	\$ (75,838)	\$ (78,880)	\$ (79,337)	\$ (80,097)	\$ (80,401)	\$ (80,401)	\$ (80,401)	\$ (906,442)
Accounts payable and accrued expenses	\$ 300	\$ 20,739	\$ 32,326	\$ 53,038	\$ 40,812	\$ 31,933	\$ 33,259	\$ 33,458	\$ 33,790	\$ 33,922	\$ 33,922	\$ 33,922	\$ 381,422
	\$ (79,501)	\$ (174,900)	\$ (164,986)	\$ (198,915)	\$ (129,180)	\$ (85,750)	\$ (60,417)	\$ (31,601)	\$ (2,825)	\$ 25,600	\$ 46,507	\$ 76,347	\$ (779,621)
<b>Cash Flows from Financing Activities</b>													
Draws of credit facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment of credit facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dividend Distribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Committed equity / additional financing needs	\$ 87,215	\$ 171,317	\$ 156,065	\$ 173,660	\$ 123,354	\$ 85,234	\$ 64,760	\$ 50,674	\$ 30,319	\$ 6,870	\$ -	\$ -	\$ 949,468
	\$ 87,215	\$ 171,317	\$ 156,065	\$ 173,660	\$ 123,354	\$ 85,234	\$ 64,760	\$ 50,674	\$ 30,319	\$ 6,870	\$ -	\$ -	\$ 949,468
Net change in cash	\$ 7,714	\$ (3,583)	\$ (8,921)	\$ (25,255)	\$ (5,826)	\$ (516)	\$ 4,343	\$ 19,073	\$ 27,494	\$ 32,470	\$ 46,507	\$ 76,347	\$ 169,847
Cash beginning of period	\$ 27,575	\$ 35,289	\$ 31,706	\$ 22,785	\$ (2,470)	\$ (8,296)	\$ (8,812)	\$ (4,469)	\$ 14,604	\$ 42,098	\$ 74,568	\$ 121,075	\$ 27,575
Cash ending of period	\$ 35,289	\$ 31,706	\$ 22,785	\$ (2,470)	\$ (8,296)	\$ (8,812)	\$ (4,469)	\$ 14,604	\$ 42,098	\$ 74,568	\$ 121,075	\$ 197,421	\$ 197,421

**Harbor Communications, LLC**

Capital Investment Schedule

	Jan-02	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02	Total
Operating Capital Invested	\$ 87,215	\$ 171,317	\$ 156,065	\$ 173,660	\$ 123,354	\$ 85,234	\$ 64,760	\$ 50,674	\$ 30,319	\$ 6,870	\$ -	\$ -	\$ 949,468
	\$ 87,215	\$ 171,317	\$ 156,065	\$ 173,660	\$ 123,354	\$ 85,234	\$ 64,760	\$ 50,674	\$ 30,319	\$ 6,870	\$ -	\$ -	\$ 949,468

**Harbor Communications, LLC**

Cash Flow Projections

	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	Total
<b>Cash Flows From Operating Activities</b>													
Net income (loss)	\$ 140,079	\$ 159,966	\$ 187,641	\$ 215,244	\$ 243,372	\$ 250,477	\$ 278,775	\$ 307,016	\$ 335,206	\$ 362,302	\$ 389,947	\$ 419,140	\$ 3,289,166
Administrative Charge	\$ 32,467	\$ 35,113	\$ 37,772	\$ 40,436	\$ 43,099	\$ 45,763	\$ 48,427	\$ 51,091	\$ 53,754	\$ 56,418	\$ 59,082	\$ 61,746	\$ 565,168
Changes in working capital													\$ -
Carner Deposits	\$ (20,601)	\$ (20,660)	\$ (20,758)	\$ (20,797)	\$ (20,797)	\$ (20,797)	\$ (20,797)	\$ (20,797)	\$ (20,797)	\$ (20,797)	\$ (20,797)	\$ (20,797)	\$ (249,188)
Accounts receivable	\$ (80,401)	\$ (80,630)	\$ (81,010)	\$ (81,162)	\$ (81,162)	\$ (81,162)	\$ (81,162)	\$ (81,162)	\$ (81,162)	\$ (81,162)	\$ (81,162)	\$ (81,162)	\$ (972,499)
Accounts payable and accrued expenses	\$ 33,922	\$ 34,022	\$ 34,188	\$ 34,254	\$ 34,254	\$ 34,254	\$ 34,254	\$ 34,254	\$ 34,254	\$ 34,254	\$ 34,254	\$ 34,254	\$ 410,417
	\$ 105,465	\$ 127,811	\$ 157,833	\$ 187,975	\$ 218,767	\$ 228,536	\$ 259,497	\$ 290,402	\$ 321,255	\$ 351,016	\$ 381,325	\$ 413,182	\$ 3,043,064
<b>Cash Flows from Financing Activities</b>													
Draws of credit facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment of credit facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dividend Distribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (44,762)	\$ (87,709)	\$ (128,247)	\$ (166,849)	\$ (203,682)	\$ (239,211)	\$ (870,460)
Committed equity / additional financing needs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (44,762)	\$ (87,709)	\$ (128,247)	\$ (166,849)	\$ (203,682)	\$ (239,211)	\$ (870,460)
<b>Net change in cash</b>	\$ 105,465	\$ 127,811	\$ 157,833	\$ 187,975	\$ 218,767	\$ 228,536	\$ 214,736	\$ 202,693	\$ 193,008	\$ 184,167	\$ 177,642	\$ 173,971	\$ 2,172,604
Cash beginning of period	\$ 197,421	\$ 302,886	\$ 430,698	\$ 588,531	\$ 776,506	\$ 995,273	\$ 1,223,809	\$ 1,438,544	\$ 1,641,237	\$ 1,834,245	\$ 2,018,412	\$ 2,196,054	\$ 197,421
Cash ending of period	\$ 302,886	\$ 430,698	\$ 588,531	\$ 776,506	\$ 995,273	\$ 1,223,809	\$ 1,438,544	\$ 1,641,237	\$ 1,834,245	\$ 2,018,412	\$ 2,196,054	\$ 2,370,025	\$ 2,370,025

**Harbor Communications, LLC**

Capital Investment Schedule

	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	Total
Operating Capital Invested	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Harbor Communications, LLC**

Cash Flow Projections

	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Total
<b>Cash Flows From Operating Activities</b>													
Net income (loss)	\$ 445,826	\$ 472,999	\$ 500,522	\$ 526,872	\$ 554,046	\$ 580,235	\$ 607,853	\$ 635,470	\$ 663,084	\$ 689,642	\$ 716,782	\$ 749,506	\$ 7,142,836
Administrative Charge	\$ 64,410	\$ 67,006	\$ 69,546	\$ 72,135	\$ 74,761	\$ 77,388	\$ 80,014	\$ 82,640	\$ 85,267	\$ 87,893	\$ 90,519	\$ 93,146	\$ 944,726
Changes in working capital													\$ -
Carner Deposits	\$ (20,797)	\$ (20,270)	\$ (19,831)	\$ (20,211)	\$ (20,504)	\$ (20,504)	\$ (20,504)	\$ (20,504)	\$ (20,504)	\$ (20,504)	\$ (20,504)	\$ (20,504)	\$ (245,140)
Accounts receivable	\$ (81,162)	\$ (79,109)	\$ (77,398)	\$ (78,880)	\$ (80,021)	\$ (80,021)	\$ (80,021)	\$ (80,021)	\$ (80,021)	\$ (80,021)	\$ (80,021)	\$ (80,021)	\$ (956,719)
Accounts payable and accrued expenses	\$ 34,254	\$ 33,359	\$ 32,613	\$ 33,259	\$ 33,757	\$ 33,757	\$ 33,757	\$ 33,757	\$ 33,757	\$ 33,757	\$ 33,757	\$ 33,757	\$ 403,537
	\$ 442,531	\$ 473,985	\$ 505,453	\$ 533,174	\$ 562,039	\$ 590,854	\$ 621,099	\$ 651,342	\$ 681,582	\$ 710,767	\$ 740,533	\$ 775,883	\$ 7,289,241
<b>Cash Flows from Financing Activities</b>													
Draws of credit facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payment of credit facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dividend Distribution	\$ (274,005)	\$ (307,710)	\$ (340,965)	\$ (373,863)	\$ (405,725)	\$ (436,988)	\$ (467,761)	\$ (498,429)	\$ (529,011)	\$ (559,525)	\$ (589,774)	\$ (619,925)	\$ (5,403,681)
Committed equity / additional financing needs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ (274,005)	\$ (307,710)	\$ (340,965)	\$ (373,863)	\$ (405,725)	\$ (436,988)	\$ (467,761)	\$ (498,429)	\$ (529,011)	\$ (559,525)	\$ (589,774)	\$ (619,925)	\$ (5,403,681)
Net change in cash	\$ 168,526	\$ 166,275	\$ 164,487	\$ 159,311	\$ 156,314	\$ 153,867	\$ 153,338	\$ 152,913	\$ 152,571	\$ 151,241	\$ 150,759	\$ 155,958	\$ 1,885,560
Cash beginning of period	\$ 2,370,025	\$ 2,538,551	\$ 2,704,826	\$ 2,869,313	\$ 3,028,625	\$ 3,184,939	\$ 3,338,805	\$ 3,492,143	\$ 3,645,056	\$ 3,797,627	\$ 3,948,868	\$ 4,099,627	\$ 2,370,025
Cash ending of period	\$ 2,538,551	\$ 2,704,826	\$ 2,869,313	\$ 3,028,625	\$ 3,184,939	\$ 3,338,805	\$ 3,492,143	\$ 3,645,056	\$ 3,797,627	\$ 3,948,868	\$ 4,099,627	\$ 4,255,585	\$ 4,255,585

**Harbor Communications, LLC**

Capital Investment Schedule

	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Total
Operating Capital Invested	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Harbor Communications, LLC**  
Profit & Loss Projections (Florida and Alabama)

	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Total
Gross Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$2,000	\$3,000
Churn	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$25)	(\$50)	(\$75)
Net Revenues	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$975	\$1,950	\$2,925
Total Cost of Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$600	\$900
Gross Profit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$675	\$1,350	\$2,025
Gross Margin	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	69%	69%	69%
<b>Selling, General &amp; Administrative Exp.</b>													
Personnel/Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,162	\$50,768	\$53,850	\$139,780
Administrative/Contract Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,630	\$4,670	\$4,690	\$13,990
Marketing/Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000	\$1,500	\$3,500
Legal/Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$3,000
Other Exp /Bad Debt	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$28	\$56	\$84
Leases/Licenses/Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,695	\$4,705	\$4,714	\$14,114
<b>Total Selling, General &amp; Administrative Exp.</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,487	\$62,670	\$66,311	\$174,468
<b>Total Other Income/Expense</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Pre-Tax Net Income (Loss)</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$45,487)	(\$61,995)	(\$64,961)	(\$172,443)



**Harbor Communications, LLC**  
Profit & Loss Projections (Florida and Alabama)

	Jan-02	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02	Total
Gross Revenues	\$3,000	\$47,136	\$111,938	\$216,496	\$297,456	\$361,278	\$427,660	\$494,426	\$561,832	\$629,494	\$697,156	\$764,818	\$4,612,690
Churn	(\$75)	(\$1,178)	(\$2,798)	(\$5,412)	(\$7,436)	(\$9,032)	(\$10,692)	(\$12,361)	(\$14,046)	(\$15,737)	(\$17,429)	(\$19,120)	(\$115,517)
Net Revenues	\$2,925	\$45,957	\$109,139	\$211,084	\$290,020	\$352,246	\$416,969	\$482,065	\$547,786	\$613,757	\$679,727	\$745,698	\$4,497,173
Total Cost of Services	\$900	\$21,639	\$53,965	\$107,003	\$147,814	\$179,747	\$213,007	\$246,465	\$280,254	\$314,177	\$348,099	\$382,022	\$2,295,091
Gross Profit	\$2,025	\$24,318	\$55,174	\$104,081	\$142,205	\$172,499	\$203,962	\$235,601	\$267,532	\$299,580	\$331,628	\$363,676	\$2,202,281
Gross Margin	69%	53%	51%	49%	49%	49%	49%	49%	49%	49%	49%	49%	49%
<b>Selling, General &amp; Administrative Exp.</b>													
Personnel/Benefits	\$63,098	\$112,112	\$122,156	\$152,748	\$141,279	\$142,584	\$143,828	\$144,014	\$144,325	\$145,505	\$145,973	\$146,065	\$1,603,688
Administrative/Contract Services	\$5,267	\$19,443	\$13,950	\$19,261	\$22,419	\$24,973	\$27,685	\$30,289	\$32,918	\$35,557	\$38,195	\$40,834	\$310,791
Marketing/Travel	\$3,700	\$2,500	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$24,200
Legal/Training	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$35,000
Other Exp./Bad Debt	\$73	\$1,149	\$2,728	\$5,277	\$7,250	\$8,806	\$10,424	\$12,052	\$13,695	\$15,344	\$16,993	\$18,642	\$112,433
Leases/Licenses/Taxes	\$7,231	\$17,241	\$17,873	\$27,893	\$28,682	\$29,304	\$29,952	\$30,603	\$31,260	\$31,919	\$32,579	\$33,239	\$317,777
Total Selling, General & Administrative Exp.	\$80,869	\$153,945	\$160,006	\$208,479	\$202,930	\$208,967	\$215,189	\$220,258	\$225,498	\$231,625	\$245,541	\$250,581	\$2,403,888
Total Other Income/Expense	\$115	\$147	\$132	\$95	(\$10)	(\$35)	(\$37)	(\$19)	\$61	\$175	\$311	\$504	\$1,439
Pre-Tax Net Income (Loss)	(\$78,729)	(\$129,480)	(\$104,700)	(\$104,303)	(\$60,735)	(\$36,503)	(\$11,264)	\$15,324	\$42,095	\$68,130	\$86,398	\$113,599	(\$200,168)

**Harbor Communications, LLC**  
Profit & Loss Projections (Florida and Alabama)

	Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	Total
Gross Revenues	\$832,480	\$900,334	\$968,508	\$1,036,810	\$1,105,112	\$1,173,414	\$1,241,716	\$1,310,018	\$1,378,320	\$1,446,622	\$1,514,924	\$1,583,226	\$14,491,484
Churn	(\$20,812)	(\$22,508)	(\$24,213)	(\$25,920)	(\$27,628)	(\$29,335)	(\$31,043)	(\$32,750)	(\$34,458)	(\$36,166)	(\$37,873)	(\$39,581)	(\$362,287)
Net Revenues	\$811,668	\$877,826	\$944,295	\$1,010,890	\$1,077,484	\$1,144,079	\$1,210,673	\$1,277,268	\$1,343,862	\$1,410,456	\$1,477,051	\$1,543,645	\$14,129,197
Total Cost of Services	\$415,944	\$449,966	\$484,153	\$518,407	\$552,661	\$586,915	\$621,169	\$655,423	\$689,677	\$723,931	\$758,185	\$792,439	\$7,248,871
Gross Profit	\$395,724	\$427,860	\$460,142	\$492,482	\$524,823	\$557,163	\$589,504	\$621,844	\$654,185	\$686,525	\$718,866	\$751,206	\$6,880,326
Gross Margin	49%	49%	49%	49%	49%	49%	49%	49%	49%	49%	49%	49%	49%
<b>Selling, General &amp; Administrative Exp.</b>													
Personnel/Benefits	\$146,343	\$153,468	\$153,624	\$154,024	\$154,024	\$172,809	\$172,809	\$172,809	\$172,809	\$173,864	\$174,332	\$174,425	\$1,975,343
Administrative/Contract Services	\$43,535	\$46,181	\$48,840	\$51,504	\$54,167	\$56,899	\$59,563	\$62,227	\$64,891	\$67,554	\$70,218	\$72,882	\$698,460
Marketing/Travel	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$21,600
Legal/Training	\$10,600	\$11,200	\$11,200	\$11,200	\$11,200	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$149,900
Other Exp/Bad Debt	\$20,292	\$21,946	\$23,607	\$25,272	\$26,937	\$28,602	\$30,267	\$31,932	\$33,597	\$35,261	\$36,926	\$38,591	\$353,230
Leases/Licenses/Taxes	\$33,899	\$34,560	\$35,225	\$35,891	\$36,557	\$37,223	\$37,889	\$38,555	\$39,221	\$39,886	\$40,552	\$40,018	\$449,475
Total Selling, General & Administrative Exp.	\$256,468	\$269,156	\$274,296	\$279,691	\$284,686	\$310,833	\$315,828	\$320,823	\$325,817	\$331,866	\$337,329	\$341,216	\$3,648,008
Total Other Income/Expense	\$823	\$1,262	\$1,795	\$2,452	\$3,235	\$4,147	\$5,099	\$5,994	\$6,838	\$7,643	\$8,410	\$9,150	\$56,848
Pre-Tax Net Income (Loss)	\$140,079	\$159,966	\$187,641	\$213,244	\$243,372	\$250,477	\$278,775	\$307,016	\$335,206	\$362,302	\$389,547	\$419,140	\$3,289,166

**Harbor Communications, LLC**  
Profit & Loss Projections (Florida and Alabama)

	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Total
<b>Gross Revenues</b>	\$1,651,528	\$1,718,102	\$1,783,236	\$1,849,618	\$1,916,960	\$1,984,302	\$2,051,644	\$2,118,986	\$2,186,328	\$2,253,670	\$2,321,012	\$2,388,354	\$24,223,740
Churn	(\$41,288)	(\$42,953)	(\$44,581)	(\$46,240)	(\$47,924)	(\$49,608)	(\$51,291)	(\$52,975)	(\$54,658)	(\$56,342)	(\$58,025)	(\$59,709)	(\$605,594)
<b>Net Revenues</b>	\$1,610,240	\$1,675,149	\$1,738,655	\$1,803,378	\$1,869,036	\$1,934,694	\$2,000,353	\$2,066,011	\$2,131,670	\$2,197,328	\$2,262,987	\$2,328,645	\$23,618,147
<b>Total Cost of Services</b>	\$826,693	\$860,052	\$892,664	\$925,923	\$959,680	\$993,437	\$1,027,193	\$1,060,950	\$1,094,706	\$1,128,463	\$1,162,219	\$1,195,976	\$12,127,956
<b>Gross Profit</b>	\$783,547	\$815,098	\$845,991	\$877,454	\$909,356	\$941,258	\$973,160	\$1,005,062	\$1,036,964	\$1,068,865	\$1,100,767	\$1,132,669	\$11,490,191
Gross Margin	49%	49%	49%	49%	49%	49%	49%	49%	49%	49%	49%	49%	49%
<b>Selling, General &amp; Administrative Exp.</b>													
Personnel/Benefits	\$174,702	\$174,914	\$174,215	\$175,159	\$175,626	\$176,470	\$176,470	\$176,470	\$176,470	\$177,525	\$177,993	\$178,085	\$2,114,098
Administrative/Contract Services	\$75,453	\$78,049	\$80,590	\$83,179	\$85,805	\$88,503	\$91,130	\$93,756	\$96,382	\$99,009	\$101,635	\$100,251	\$2,204,077
Marketing/Travel	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$21,600
Legal/Training	\$13,500	\$13,500	\$13,500	\$13,500	\$13,500	\$14,025	\$14,025	\$14,025	\$14,025	\$14,025	\$14,025	\$14,025	\$165,675
Other Exp /Bad Debt	\$40,256	\$41,879	\$43,466	\$45,084	\$46,726	\$48,367	\$50,009	\$51,650	\$53,292	\$54,933	\$56,575	\$58,216	\$590,453
Leases/Licenses/Taxes	\$41,884	\$42,533	\$43,168	\$43,816	\$44,472	\$45,129	\$45,785	\$46,442	\$47,099	\$47,755	\$48,412	\$48,868	\$544,364
<b>Total Selling, General &amp; Administrative Exp.</b>	\$347,596	\$352,676	\$356,739	\$362,538	\$367,929	\$374,294	\$379,219	\$384,143	\$389,068	\$395,046	\$400,439	\$400,245	\$5,640,267
<b>Total Other Income/Expense</b>	\$9,875	\$10,577	\$11,270	\$11,955	\$12,619	\$13,271	\$13,912	\$14,551	\$15,188	\$15,823	\$16,454	\$17,082	\$162,577
<b>Pre-Tax Net Income (Loss)</b>	\$445,826	\$472,999	\$500,522	\$526,872	\$554,046	\$580,233	\$607,833	\$635,470	\$663,084	\$689,642	\$716,782	\$749,506	\$6,012,301

**Harbor Communications, LLC**  
**Projected Revenue and Customer Forecast - Business and Residential**

	Jan-02	Feb-02	Mar-02	Apr-02	May-02	Jun-02	Jul-02	Aug-02	Sep-02	Oct-02	Nov-02	Dec-02
<b>Projected New Sales in Dollars)</b>												
Alabama		\$ 104,224	\$ 29,736	\$ 37,736	\$ 37,736	\$ 37,736	\$ 39,016	\$ 39,016	\$ 39,016	\$ 39,016	\$ 39,016	\$ 39,016
Florida		\$ 52,800	\$ 9,600	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400
Subtotal	\$ -	\$ 157,024	\$ 39,336	\$ 52,136	\$ 52,136	\$ 52,136	\$ 53,416	\$ 53,416	\$ 53,416	\$ 53,416	\$ 53,416	\$ 53,416
<b>Revenue Allocation:</b>												
Local Voice	-	0%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%
Long Distance	-	0%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%
<b>Projected Subscribers</b>												
Monthly New Subscribers Added	-	1,634	409	459	459	459	464	464	464	464	464	464
Cumulative Subscribers	-	1,634	2,043	2,502	2,961	3,420	3,884	4,348	4,812	5,276	5,740	6,204

Harbor Communications, LLC														
Projected Revenue and Customer Forecast - Business and Residential														
		Jan-03	Feb-03	Mar-03	Apr-03	May-03	Jun-03	Jul-03	Aug-03	Sep-03	Oct-03	Nov-03	Dec-03	
<b>Projected New Sales in Dollars)</b>														
Alabama		\$ 39,656	\$ 39,656	\$ 39,656	\$ 39,656	\$ 39,656	\$ 39,656	\$ 39,656	\$ 39,656	\$ 39,656	\$ 39,656	\$ 39,656	\$ 39,656	\$ 39,656
Florida		\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400
Subtotal		\$ 54,056	\$ 54,056	\$ 54,056	\$ 54,056	\$ 54,056	\$ 54,056	\$ 54,056	\$ 54,056	\$ 54,056	\$ 54,056	\$ 54,056	\$ 54,056	\$ 54,056
<b>Revenue Allocation:</b>														
Local Voice		68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%
Long Distance		32%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%
<b>Projected Subscribers</b>														
Monthly New Subscribers Added		466	466	466	466	466	466	466	466	466	466	466	466	466
Cumulative Subscribers		6,670	7,136	7,602	8,068	8,534	9,000	9,466	9,932	10,398	10,864	11,330	11,796	

**Harbor Communications, L.L.C**  
**Projected Revenue and Customer Forecast - Business and Residential**

	Jan-04	Feb-04	Mar-04	Apr-04	May-04	Jun-04	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04
<b>Projected New Sales in Dollars)</b>												
Alabama	\$ 33,896	\$ 38,696	\$ 38,696	\$ 38,696	\$ 38,696	\$ 38,696	\$ 38,696	\$ 38,696	\$ 38,696	\$ 38,696	\$ 38,696	\$ 38,696
Florida	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400
Subtotal	\$ 48,296	\$ 53,096	\$ 53,096	\$ 53,096	\$ 53,096	\$ 53,096	\$ 53,096	\$ 53,096	\$ 53,096	\$ 53,096	\$ 53,096	\$ 53,096
<b>Revenue Allocation:</b>												
Local Voice	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%
Long Distance	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%	32%
<b>Projected Subscribers</b>												
Monthly New Subscribers Added	444	463	463	463	463	463	463	463	463	463	463	463
Cumulative Subscribers	12,240	12,703	13,166	13,629	14,092	14,555	15,018	15,481	15,944	16,407	16,870	17,333

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

This price list contains the descriptions, rules, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Harbor Communications, LLC with principal offices at 618 Azalea Road, Mobile, Alabama 36609. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Services Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issue Date: February 12, 2002

Effective Date:

By:

Jerry Cherne, Director of Regulatory & Client Relations  
618 Azalea Road  
Mobile, Alabama 36609

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**CHECK SHEET**

The sheets listed below, which are inclusive of this price list, 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 price list and are currently in effect as of the date of the bottom of this page.

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2	Original	34	Original	66	Original
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5	Original	37	Original	69	Original
6	Original	38	Original	70	Original
7	Original	39	Original	71	Original
8	Original	40	Original	72	Original
9	Original	41	Original	73	Original
10	Original	42	Original	74	Original
11	Original	43	Original	75	Original
12	Original	44	Original	76	Original
13	Original	45	Original	77	Original
14	Original	46	Original	78	Original
15	Original	47	Original	79	Original
16	Original	48	Original	80	Original
17	Original	49	Original	81	Original
18	Original	50	Original	82	Original
19	Original	51	Original	83	Original
20	Original	52	Original	84	Original
21	Original	53	Original	85	Original
22	Original	54	Original	86	Original
23	Original	55	Original	87	Original
24	Original	56	Original	88	Original
25	Original	57	Original	89	Original
26	Original	58	Original	90	Original
27	Original	59	Original	91	Original
28	Original	60	Original	92	Original
29	Original	61	Original		
30	Original	62	Original		
31	Original	63	Original		
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 618 Azalea Road  
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**RESERVE FOR FUTURE USE**

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Jerry Cheme, Director of Regulatory & Client Relations  
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**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 Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List pages in effect. Consult the check sheet for 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).
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  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a Price List filing is made with the FPSC, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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**SYMBOLS SHEET**

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

- (D) - Delete Or Discontinue
- (I) - Change Resulting In An Increase To A Customer's Bill
- (M) - Moved From Another Price List 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

**Check Sheets** – When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.

**Sheet Numbering and Revision Levels** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels 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 3<sup>rd</sup> revised Sheet 14.

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**SECTION 1 - DEFINITIONS**

For the purpose of this Price List, the following definitions will apply:

**Access Line:** An arrangement which connects the customer's location to the Company's network switching center or the Company's underlying carrier's network switching center.

**Access Service Request (ASR):** The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to this Price List, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

**Account Codes:** Permits customers to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

**Authorization Code:** A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

**Automatic Number Identification (ANI):** Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

**Company or Carrier:** Harbor Communications, LLC

**Customer or Subscriber:** The person, firm or corporation which orders service from the Company and is responsible for the payment of charges due and compliance with the Company's price list regulations.

**Dedicated Inbound Calls:** Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence (POP). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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**SECTION 1 - DEFINITIONS, (Cont'd)**

**Dedicated Outbound Calls:** Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

**DID Trunk:** A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of an operator.

**Dial Pulse (or "DP"):** The pulse type employed by rotary dial station sets.

**Direct Inward Dial (or "DID"):** A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

**Direct Outward Dial (or "DOD"):** A service attribute that allows individual station users to access and dial outside numbers directly.

**Dual Tone Multi-Frequency (or "DTMF"):** The pulse type employed by tone dial station sets.

**Duplex Service:** Service which provides for simultaneous transmission in both directions.

**End Office:** With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this Price List shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (ALERG@), issued by Bellcore.

**Exchange Telephone Company or Telephone Company:** Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Hearing Impaired:** Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting:** Routes a call to an idle station line in a prearranged group when the called station line is busy.

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**SECTION 1 - DEFINITIONS, (Cont'd)**

**In-Only:** A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier:** A long distance telecommunications services provider providing IntraLATA and/or InterLATA service.

**Kbps:** Kilobits per second, denotes thousands of bits per second.

**LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**Local Interconnection Trunking Service:** A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

**Mbps:** Megabits, denotes millions of bits per second.

**Minimum Point of Presence (MPOP):** The main telephone closet in the Customer's building.

**Monthly Recurring Charges (MRC):** The monthly charges billed each month to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Multi-Frequency or ("MF"):** An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge (NRC):** The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**NPA:** Numbering plan area or area code.

**Other Telephone Company:** An Exchange Telephone Company, other than the Company.

**PBX:** Private Branch Exchange

**Point of Presence (POP):** Point of Presence

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**SECTION 1 - DEFINITIONS, (Cont'd)**

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Price List, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List, but the duration of the service is calculated from the Service Commencement Date.

**Shared:** A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**Tandem:** A class 4 switch facility to which NPA and NXX codes are subtended.

**Two Way:** A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges:** Charges for minutes or messages traversing over local exchange facilities.

**User or End User:** A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Price List.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this Price List in connection with one-way and/or two-way information transmission originating from points within the State of Florida, and terminating within a local calling area as defined herein.

The Company is responsible under this Price List only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

In so far as possible, the quality of service and repair of such service provided under this price list is equal to that provided by the incumbent local exchange carrier.

**2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

- A.** For the purpose of computing charges in this Price List, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (Cont'd.)**

- C.** Except as otherwise stated in the Price List, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:

  - 1. the Customer is using the service in violation of this Price List; or
  - 2. the Customer is using the service in violation of the law.
- E.** This Price List shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- F.** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts and will be made available for review by the Florida Public Service Commission.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.1 Undertaking of the Company, (Cont'd)****2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed unless otherwise ordered by the Commission.
- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) Company or Customer contracted common carriers;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.1 Undertaking of the Company, (Cont'd)****2.1.4.D Limitations on Liability, (cont'd)****D. (continued)**

3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.

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**SECTION 2 - RULES AND REGULATIONS, (Cont' d)**

**2.1 Undertaking of the Company, (Cont'd)**

**2.1.4 Limitations on Liability, (cont'd)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** With respect to directory assistance and directory listings, the Company's liability shall be limited according to the provisions of Section 8 of this Price List, Directory Assistance and Listing Services, and the further limitations set forth in this Section.
- H.** Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.1 Undertaking of the Company, (Cont'd)**

**2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

  - 1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by Customer-provided equipment; or
  - 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.1 Undertaking of the Company, (Cont'd)****2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.1 Undertaking of the Company (Cont'd)****2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this Price List remains in the Company, its partners, agents, contractors or suppliers.

**2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use, to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Florida Public Service Commission's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price List will apply.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this Price List;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, within these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.1 General (cont'd)**

- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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618 Azalea Road  
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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.3 Obligations of the Customer (Cont'd)****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Price List of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.4 Customer Equipment****2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price List. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Price List.

**2.4.2 Station Equipment**

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.4 Customer Equipment, (Cont'd)****2.4.3 Interconnection of Facilities****SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.**

- A.** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Florida Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C.** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Price Lists of the other communications carriers which are applicable to such connections.
- D.** Facilities furnished under this Price List may be connected to Customer provided terminal equipment in accordance with the provisions of this Price List. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.4 Customer Equipment, (Cont'd)****2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

**2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. Advanced payments are independent of any deposit requirements.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.5 Customer Deposits and Advance Payments (Cont'd)**

**2.5.2 Deposits**

Deposits will not be required.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.6 Payment Arrangements****2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes and fees, including Universal Service Fund if applicable, imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Florida Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Florida, or both, and are charged to a subscriber's telephone number or account in Florida.

**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A.** Non-recurring charges are due and payable within twenty (20) days of the date the invoice is mailed to the Customer by the Company.
- B.** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within twenty (20) days of the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.6 Payment Arrangements, (Cont'd)****2.6.2 Billing and Collection of Charges, (cont'd)**

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price List or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is not received by the Company within 20 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F.** The Customer should notify the Company of any disputed items on an invoice within twenty (20) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:
- Florida Public Service Commission  
Gerald L. Gunter Building, Room 270  
2540 Shumard Oaks Boulevard  
Tallahassee, Florida 32399-0850
- G.** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.6 Payment Arrangements, (Cont'd)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the reasons provided in this Section 2.6.3. Customers will be provided a minimum of five (5) days written notice prior to discontinuance unless otherwise indicated. The fifth day must be a business day where the Company is open for normal business.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3.A or 2.6.3.B, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price List, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

- A.** Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service, following the guidelines defined in this Price List, without incurring any liability.
- B.** Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C.** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D.** Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.6 Payment Arrangements, (Cont'd)****2.6.3 Discontinuance of Service for Cause, (cont'd)**

- E.** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F.** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- G.** Without notice in the event of tampering with the equipment or services furnished by the Company.
- H.** The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's toll free Service, with thirty (30) days written notice.
- I.** Upon determination that Customer is in violation of any federal, state, or municipal laws, rules or regulations.

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company advance notice. In the case of dedicated services, thirty (30) days advance notice is required. Cancellation notice requirements shall be specified in a written contract and/or service agreement. The Company shall hold the Customer responsible for payment of all bills until the cancellation date or for services furnished until the service is disconnected, whichever is later.

Cancellation terms for Customers who have entered into a term agreement are defined in paragraph 2.8 of this tariff. Upon completion of the initial term period, the preceding paragraph will apply.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.6 Payment Arrangements, (Cont'd)****2.6.5 Cancellation of Application for Service**

- A.** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D.** The special charges described in 2.6.5.A through 2.6.5.C will be calculated and applied on a case-by-case basis.

**2.6.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.6 Payment Arrangements (Cont'd)**

**2.6.7 Return Check Charge**

- A.** A return check charge of \$20.00 will be assessed for checks returned for insufficient funds if the face value of the check does not exceed \$50.00.
- B.** A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value of the check exceeds \$50.00 but does not exceed \$300.00.
- C.** A return check charge of \$40.00 or 5% of the value of the check, whichever is greater, will be assessed for checks returned for insufficient funds if the face value of the check exceeds \$300.00.

**2.7 Allowances for Interruptions in Service**

**2.7.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Price List.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.7 Allowances for Interruptions in Service, (Cont'd)**

**2.7.2 Limitations of Allowances**

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

- A. Due to the negligence of or noncompliance with the provisions of this Price List by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or use another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within ten (10) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.7 Allowances for Interruption in Service, (Cont'd)****2.7.4 Application of Credits for Interruptions in Service**

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have 30 days.
- C. **Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 4 Hours	None
4 Hours up to but not including 6 hours	1/4 Day
6 hours up to but not including 8 hours	1/3 Day
8 hours up to but not including 12 hours	1/2 Day
12 hours up to but not including 16 hours	3/4 Day
16 hours up to but not including 24 hours	One Day

**D. Interruptions Over 24 Hours**

Interruptions over 24 hours will be credited one day for each 24 hour period and remaining hours will be credited in accordance with Paragraph 2.7.4.C.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.7 Allowances for Interruption in Service, (Cont'd)****2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- A.** interruptions due to the negligence of or noncompliance with the provisions of this Price List by the Customer, authorized user or joint user;
- B.** interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C.** interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D.** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E.** interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F.** interruptions of service due to circumstances beyond the control of Company; and
- G.** that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.6 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of twenty-four (24) hours or more, or cumulative service credits equaling forty-eight (48) hours in a continuous twelve (12) month period and the circumstances surrounding the interruption are not beyond the reasonable control of the Company. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A.** all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C.** all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D.** minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.9 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this Price List.

**2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this Price List, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.10 Use of Service by Others****2.10.1 Resale and Sharing**

**SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.**

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this Price List. Any service provided under this Price List may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Price List, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

**2.10.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this Price List. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

**2.11 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.12 Notices and Communications**

- 2.12.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3** Except as otherwise stated in this Price List, all notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.13 Taxes and Fees**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax, Universal Service Fund) are listed as separate line items and are not included in the quoted rates.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.14 Call Completion**

Customers can expect a minimum call completion rate of 95% or 95 out of 100 attempts during the normal busiest hour of the day. This standard may not apply during time of catastrophic circumstances.

**2.15 Call Type Restrictions**

Calls to numbers where the Customer incurs charges not covered in this Price List will not be processed. Examples of calls that will be blocked are calls to 900 and 976 numbers.

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**SECTION 3 - SERVICE AREAS**

**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, Inc.

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES****4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

Line Connection Charge		
First Line		\$53.00
Each Additional Line		\$11.00
Line Change Charge		
First Line		\$36.00
Each Additional Line		\$10.00
Secondary Service Order Charge		\$18.00

**4.2 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician		
Initial 15 minute increment		\$28.00
Each Additional 15 minute increment		\$ 9.00

**4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Per occasion		\$38.00
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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS**

**5.1 General**

**5.1.1 Services Offered**

The following Network Services are available to Customers pending availability and approval by the Company to provide service:

- Standard Business Line Service
- Standard Residential Line Service
- PBX Trunk Service
- Direct Inward Dial (DID) Service
- Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)
- Optional Calling Features
- IntraLATA Toll Services (see Company's Florida Tariff Number 2)
- Listing Services (including Non Published and Non-Listed Services)
- Directory Assistance
- Operator Services
- Miscellaneous Services

**5.1.2 Application of Rates and Charges**

All services offered in this Price List are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks, and ISDN PRI.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (Cont'd)****5.1 General (Cont'd)****5.1.3 Emergency Services Calling Plan**

Access to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer. 911 Service will be maintained during temporary disconnections for non-payment of a residential subscriber's local service.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- A.** Governmental fire fighting, Florida State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B.** An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (Cont'd)****5.2 Standard Residence Line**

The Standard Residence Line provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for Customers with more than one line which routes a call to an idle line in a prearranged group when the called line is busy. Additional lines and various optional features are available.

**5.3 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.4 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level. Basic Trunks services may be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges. DID service requires special DID capable trunks plus additional DID number blocks.

**5.5 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (DID) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (Cont'd)****5.6 Integrated Services Digital Network (ISDN)****5.6.1 General**

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network.

**5.6.2 Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI)**

ISDN BRI is a central office based service, which consists of two 64 Kbps "B"-channels and one 16 Kbps "D"-channel terminated in a "U" interface at the customer point of demarcation. ISDN BRI supports simultaneous transmission of voice and data services on the same exchange access line.

B-channel circuit switched services offer up to 64 Kbps intra-office transmission of voice or data on a per call basis. Transmission on the B-channel will be circuit switched at 64 Kbps between ISDN compatible central offices connected with appropriate facilities. ISDN interconnection to non-ISDN equipped central offices will be potentially subjected to analog transmission or sub-rated to 56 Kbps. Each ISDN BRI service is comprised of an exchange line and ISDN BRI access. The B-channels can be arranged for circuit switched voice and/or data calls; the D-channel is arranged only for signaling. All directory numbers associated with a single ISDN BRI service must presubscribe to the same Carrier. Access to other service providers will be via dial-around.

Customer may originate or receive circuit-switched voice calls from either inside or outside the serving central office of their local calling area. Where facilities are available, customers will be able to originate and receive circuit-switched data calls outside their serving central office. When Customer's serving central office is not equipped for ISDN, Customer may be serviced with ISDN from another central office. Customer must agree that the service will be moved back, with a probable number change, to his home serving office once it is equipped. Should Customer request to be served from an ISDN equipped office other than the home serving office, appropriate extension changes will apply.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (Cont'd)****5.6 Integrated Services Digital Network (ISDN) - (Cont'd.)****5.6.2 Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI)-(Cont'd)**

Rates and Charges for other optional features are in addition to those for ISDN BRI service and are provided only where facilities and operating conditions permit, and are applicable to each telephone number associated with each B-channel. Service is offered subject to availability in the particular central office from which Customer is served, and is limited to where facilities and appropriate technology exist. ISDN compatible customer premises terminal equipment is required for proper operation. It is Customer's responsibility to provide necessary power and obtain such equipment.

Service is offered under month to month or various other specified term plans. If customer terminates the service prior to end of minimum period, Customer will be charged for the balance of the amount that is due for the remainder of the term.

**5.6.3 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)**

The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.544Mbps) point to point, private line facilities that enables Customer control of the 24 individual channels. PRI supports 1+, 0+, 7 digit, and 10 digit Local, IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Customers to direct voice, data and video over the Public Switched Telephone Network. Channels may be pre-subscribed to an IXC carrier of their Customer's choice or used with 10XXX casual dialing. PRI also allows access to Public Switched Network services, such as Two-Way, Incoming Only, Outgoing Only and DID.

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Customers are able to link up to 20 DS-1s together, providing a maximum of 479 64Kbps B channels controlled by a single D (signaling) channel.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (Cont'd)****5.7 Optional Calling Features**

The features listed in Section 5.10.1 are offered by the Company. Service availability may vary by customer location. Refer to Price Lists in Sections 6 and 7 of this Price List for specific features offered with each type of local exchange service.

**5.7.1 Feature Descriptions**

- A. Call Transfer** – Allows a subscriber to transfer a call in progress to another number which may be a local or toll call.
- B. Toll Restricted** – Allows the subscriber to restrict toll calls on a given telephone number.
- C. Star 98** – Allows the subscriber to access voice mail by dialing \*98.
- D. Call Forwarding Variable** - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- E. Call Forwarding, Remote Activation** - Permits the end-user to activate or deactivate the Call Forwarding Feature. See Call Forwarding for description. The end-user must dial an activation code in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed remotely from some other line.
- F. Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- G. Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (Cont'd)****5.7 Optional Calling Features, (Cont'd)****5.7.1 Feature Descriptions, (Cont'd)**

**H. Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

**I. Call Waiting - Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;

Answer the waiting call and disconnecting from the first party;

Direct the waiting caller to hold via a recording

Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end -user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

**J. Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (Cont'd)****5.7 Optional Calling Features, (Cont'd)****5.7.1 Feature Descriptions, (Cont'd)**

- K. Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- L. Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- M. Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- N. Call Return:** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- O. Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (Cont'd)****5.7 Optional Calling Features, (Cont'd)****5.7.1 Feature Descriptions, (Cont'd)**

- P. Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked unless the caller dials a pre-assigned number prior to dialing.
- Q. Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.
- R. Repeat Dialing (Auto Redial):** Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:
- Calls to 800 Service numbers
  - Calls to 900 Service numbers
  - Calls preceded by an interexchange carrier access code
  - International Direct Distance Dialed calls
  - Calls to Directory Assistance
  - Calls to 911

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (Cont'd)**

**5.7 Optional Calling Features, (Cont'd)**

**5.7.1 Feature Descriptions, (Cont'd)**

- S. Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available in a thirty (30) code list. Code list and may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from a speed calling list without assistance from the Company.
- T. Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- U. Multiple Number Distinctive Ringing –** Allows one line to have multiple ringing patterns to identify different numbers called.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (Cont'd)**

**5.8 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

**5.8.1 Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**5.8.2 Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**5.9 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

**5.10 Operator Services**

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

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**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (Cont'd)****5.11 IntraLATA Long Distance Services**

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in its Florida Price List No. 2. Service is available for use by Customers twenty-four (24) hours a day. Harbor Communications Long Distance Service enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. Harbor Long Distance Service is offered for both IntraLATA and InterLATA calling. Customers must arrange for IntraLATA and InterLATA service from the interexchange carrier of their choice. Customers may choose the Company as their carrier for IntraLATA and InterLATA calls.

**5.12 Miscellaneous Services****5.12.1 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

**5.12.2 Number Portability End User Line Charge**

This service (Porting) allows a Customer, where facilities permit, to maintain the same Directory Number when changing from one telecommunications provider to another while staying at the same location. This service also allows all customers to complete local calls to numbers that have been ported. This charge applies to all lines that are portable between telecommunications service providers. An end user line is deemed to be portable at the time the NPA-NXX serving that line is capable of providing Local Number Portability.

**5.13 Private Line Services**

Refer to Section 12 of this Price List for descriptions of Private Line Services offered by the Company.

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**SECTION 6 – Reserved for Future Use**

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**SECTION 7 - LOCAL SERVICES PRICE LIST****7.1 General**

Services provided in this Price List are provided as available. Local Services may be provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers. The rates, terms and conditions set forth in this Section 7 are not applicable to the Company's provision of service within the service area of any other incumbent local exchange carrier, other than BellSouth Telecommunications, unless specified. The rates, terms and conditions set forth in this Section 7 are available on a retail basis only and will not be provided for resale to any other carrier.

All rates set forth in this Section 7 are subject to change and may be changed by the Company pursuant to notice requirements established by the Florida Public Service Commission. The rates, terms and conditions set forth in this Section 7 are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned, in whole or in part, prior to the effective date hereof.

**7.2 Basic Residence Local Exchange Service**

Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Additional lines and features are available.

Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate basis depending on the service plan selected by the Customer. All service plans may not be available in all areas.

Recurring charges for Residence Local Exchange Service are billed monthly in advance. Usage charges may apply for calls placed from the Customer's line; these charges, if applicable, are billed in arrears. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)****7.2 Residence Local Exchange Service (Cont'd)****7.2.1 Basic Monthly Recurring Charges**

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touch-tone Service for each line. The rates and charges below apply to service provided on a month-to-month basis and allows the customer unlimited (local, non-toll) calling to all exchange access lines within the customer's local calling area.

Basic Flat Rate Service	\$8.79
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Additional detail and pricing for each service feature can be found in section 7.7.2 of this Price List.

**7.2.2 Other Monthly Recurring Charges****A. Federal Line Charge (sometimes referred to as End User Common Line Charge, EUCL)**

The following charge applies to recovery of Federal Line Charge:

Primary Residential Lines, per line	\$5.00
Additional Residential Lines, per line	\$6.95
Per DSL	\$6.95

**B. Hunting (aka. Rotary or Grouping)**

The following charges apply on a per line basis to Standard Residence Local Exchange lines equipped with Hunting.

Monthly Recurring Charge	\$3.95
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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)**

**7.2 Residence Local Exchange Service (Cont'd)**

**7.2.3 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are contained in Section 4 of this Price List. All such charges will appear on the next bill following installation of the service.

**7.2.4 Residence Optional Calling Plans**

**A. Premium Plan**

Premium Plan provides the customer with a flat rate local exchange access line, Touch-Tone capability, unlimited local (non-toll) calling to all exchange access lines within the subscriber's local calling area. This optional calling plan allows the customer to select up to six (6) features not including Memory Call with Stutter Dial Tone and Hunting, which can be requested as separate features as listed in Paragraph 7.7.2 of this Price List.

<b>Residence Line Service - Premium Plan -</b>	<b>Monthly Rate</b>
Per Line	\$27.95

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)**

**7.2 Residence Local Exchange Service (Cont'd)**

**7.2.4 Residential Optional Calling Plans (Cont'd)**

**B. Harbor Area Calling**

Residential customers who subscribe to one of the above plans (Clear Harbor or Safe Harbor), may also subscribe to Harbor Area Calling. For a flat monthly fee the customer has unlimited calling within the LATA. This is only available where Company has the necessary facilities and ability to implement this service. This service is for voice use. Customers may not utilize this service for data or similar other uses. The company reserves the right to immediately discontinue this optional calling plan when abuse is suspected. When this occurs, the Company will make every reasonable effort to immediately contact and notify the customer. When this occurs, the customer will not lose service but will be billed at regular rates specified in the Company's Tariff #2.

Harbor Area Calling Monthly Fee	\$12.95
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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)****7.3 Basic Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

**7.3.1 Monthly Recurring Charges**

The following charge applies to a Standard Business Local Exchange Service line per month. Rates and charges include Touch-tone Service for each line. The charge below applies to service provided on a month-to-month basis.

Single Line Business	\$23.95
Multiline Business, Per Line	\$27.75

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)****7.3 Business Local Exchange Service, (Cont'd)****7.3.2 Other Monthly Recurring Charges****A. Federal Line Charge (sometimes referred to as End User Common Line Charge, EUCL)**

The following charge applies to recovery of Federal Line Charges.

Single Line Customer, Per Line	\$5.00
Multiline Customer, Per Line	\$7.84
Per DSL	\$7.84
Per ISDN BRI	\$7.84
Per T1/DS1/PRI	\$39.20

**B. Hunting (aka. Rotary or Grouping)**

The following charges apply to Standard Business Local Exchange lines equipped with Hunting.

Per Line Equipped with Hunting:

Non-recurring Charge	\$23.00
Monthly recurring Charge	\$ 5.95

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)****7.3 Business Local Exchange Service, (Cont'd)****7.3.3 Optional Business Calling Plans (where available)****A. Standard Plan**

Standard Plan provides the customer with a flat rate local exchange access line, Touch-Tone capability, unlimited local (non-toll) calling to all exchange access lines within the subscriber's local calling area. This calling plan allows the customer to select up to two (2) features as listed in Paragraph 7.7.2 of this Price List except for Memory Call, Memory Call with Stutter Dial Tone, and Hunting which are not part of the two feature selection.

Single Line Business	\$31.95
Multiline Business, Per Line	\$34.75

**B. Premium Plan**

Premium Plan provides the customer with a flat rate local exchange access line, Touch-Tone capability, unlimited local (non-toll) calling to all exchange access lines within the subscriber's local calling area. This optional calling plan allows the customer to select up to four (4) features as listed in Paragraph 7.7.2 of this Price List except for Memory Call, Memory Call with Stutter Dial Tone, and Hunting which are not part of the four feature selection.

Single Line Business	\$36.95
Multiline Business, Per Line	\$38.95

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)****7.3 Business Local Exchange Service, (Cont'd)****7.3.3. Optional Business Calling Plans (where available)****B. Executive Plan**

Executive Plan provides the customer with a flat rate local exchange access line, Touch-Tone capability, unlimited local (non-toll) calling to all exchange access lines within the subscriber's local calling area. This optional calling plan allows the customer to select up to six (6) features as listed in Paragraph 7.7.2 of this Price List except for Memory Call, Memory Call with Stutter Dial Tone, and Hunting which are not part of the six feature selection.

Single Line Business	\$40.95
Multiline Business, Per Line	\$41.95

**7.3.4 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are contained in Section 4 of this Price List. All such charges will appear on the next bill following installation of the service.

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)****7.4 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit. Service is provided at Business Local Exchange Service rates and charges are specified in Section 7.3.1 of this Price List.

Each PBX Trunk is provided with touch-tone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers, which routes a call to the next idle trunk in a prearranged group. PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.5).

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)**

**7.5 Direct Inward Dialing (DID) Service**

Direct Inward Dialing (“DID”) permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer’s location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.4 of this Price List. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID numbers utilized out of the available 20 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide 1st Block of 20 DID Numbers	\$850.00	\$3.75
*Each Additional Block of 20 DID Numbers Non-Consecutive DID Numbers, each	\$14.00 \$ 2.00	\$3.75 \$ .20
DID Trunk Termination:		
Per Inward Only Trunk	\$ 80.00	\$20.75
Per Combination Trunk with Call Transfer	\$235.00	\$42.50
Dual Tone Multifrequency Pulsing Option, Per Trunk	\$ N/A	\$7.25
Automatic Intercept Service, Per Number Referred	\$15.75	\$ N/A

\* The installation charge in Section 7.5 applies for the establishment of the first group of Non-Consecutive DID numbers where the customer does not currently have DID service. It also applies for the first group of Reserved Numbers or the first Reserved Non-Consecutive DID number where the customer does not currently have DID service or Non-Consecutive DID numbers.

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)****7.6 Integrated Services Digital Network (ISDN)****7.6.1 Integrated Services Digital Network (ISDN) Basic Interface (BRI)  
-Rates and Charges**

		1		
		<u>Nonrecurring Charge</u>	<u>Month to Month</u>	<u>24 Months</u>
<b>7.6.1.A</b>	<b><u>Interoffice Circuit, per DSL</u></b>			
	Each, including first mile	225.00	109.00	98.00
	Each additional mile	n/c	.43	.38
<b>7.6.1.B</b>	<b><u>Interface, each</u></b>			
	Basic Rate DSL Access - ISDN Access	125.00	67.95	65.95
<b>7.6.1.C</b>	<b><u>B-Channels, each</u></b>			
	Circuit Switched, Voice/Data	n/c	15.75	12.75
	Permanent High Speed Packet	n/c	115.00	105.00
	On-Demand High Speed Packet	n/c	105.00	85.00
<b>7.6.1.D</b>	<b><u>D-Channels, each</u></b>			
	As a Single Service	n/c	12.75	11.50
	With a B-Channel Service	n/c	12.75	11.50
<b>7.6.1.E</b>	<b><u>Interface Users</u></b>			
	Per Terminal Service Profile	n/c	n/c	n/c
	Access to B-Channel:			
	Circuit Switched Voice/Data	10.00	n/c	n/c
	Permanent High Speed Packet	23.00	n/c	n/c
	On-Demand High Speed Packet	23.00	n/c	n/c
	Access to D-Channel	13.50	n/c	n/c

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)**

**7.6 Integrated Services Digital Network (ISDN)**

**7.6.2 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)  
-Rates and Charges**

		Nonrecurring	<u>Monthly Recurring</u>	
		<u>Charge</u>	Month to	24
			<u>Month</u>	<u>Months</u>
<b>7.6.2.A</b>	<b><u>Access Line, each</u></b>	825.00	133.00	122.00
<b>7.6.2.B</b>	<b><u>Interoffice Channels, each</u></b>			
	Fixed Monthly Rate	115.00	72.00	66.00
	Each airline mile or fraction thereof	n/c	23.00	21.00
<b>7.6.2.C</b>	<b><u>Interface, each</u></b>			
	Voice/Data (Standard)	104.00	375.00	349.00
	Digital Data Only Option	104.00	375.00	349.00
	Inward Data Option	104.00	375.00	349.00
<b>7.6.2.D</b>	<b><u>B-Channels, each</u></b>			
	Voice/Data (Standard)	4.75	46.00	43.00
	Digital Data Only Option	4.75	23.75	20.25
	Inward Data Option	4.75	28.50	25.50
<b>7.6.2.E</b>	<b><u>D-Channels, each</u></b>	n/c	n/c	n/c

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)****7.7 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**7.7.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange line Residential and Business Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

<b>Optional Calling Features</b>	<b>Residential</b>	<b>Business</b>
Three-Way Calling	\$0.85	\$0.85
Call Return	\$0.75	\$0.70
Repeat Dialing	\$0.75	\$0.70
Busy Connect	\$0.75	\$0.70
Calling Number Delivery Blocking, Per Call	No Charge	No Charge

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)****7.7 Optional Calling Features, (Cont'd)****7.7.2 Features Offered on Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. All features and fees are on a per line basis. With the exception of Hunting (Roll-Over) and Memory Call (voice mail), this table will be used as part of the residential and business optional plans defined in paragraphs 7.2.4 and 7.3.3 of this Price List. Hunting and Memory Call are considered additional features to any Plan the customer may subscribe to and will be billed accordingly. A secondary service order charge will apply per order unless installed at the initiation of service.

<b>Optional Calling Feature</b>	<b>Residential</b>	<b>Business</b>
Hunting (Roll-Over) per line	\$3.95	\$5.95
Call Forwarding Variable	\$3.80	\$5.75
Call Forwarding Don't Answer - Basic	\$0.95	\$4.50
Call Transfer with Three Way Calling	\$4.70	\$6.65
Call Forwarding Busy Line - Basic	\$0.95	\$4.55
Call Waiting -- Basic	\$4.75	\$5.95
Call Waiting -- Deluxe	\$6.40	N/A
Memory Call with Stutter Dial Tone	\$7.45	\$7.45
Caller ID -- Basic	\$6.75	\$10.50
Caller ID -- Deluxe	\$7.50	\$10.50
Anonymous Call Rejection	N/A	N/A
Call Block	\$3.90	\$5.25
Call Return	\$4.75	\$6.25
Call Tracing	\$3.85	\$6.75
Calling Number Delivery Blocking (per line equipped)	\$0.00	\$0.00
Message Waiting Indication -- Audible	\$0.50	\$0.65

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**SECTION 7 - LOCAL SERVICES PRICE LIST, (Cont'd)**

**7.7 Optional Calling Features, (Cont'd)**

**7.7.2 Features Offered on Monthly Basis, (Cont'd)**

<b>Optional Calling Feature (cont'd)</b>	<b>Residential</b>	<b>Business</b>
Multiple Number Distinctive Ringing - First	\$3.90	\$9.75
Multiple Number Distinctive Ringing - Second	\$5.80	\$11.50
RCF Add'l Path Following Initial Installation	\$15.75	\$17.75
Remote Activation Call Forwarding Variable	\$5.75	\$9.50
Auto Redial	\$4.75	\$6.25
Speed Calling (30 codes)	\$4.25	\$5.25
Speed Calling (8 codes)	\$3.75	\$4.75
Three Way Calling	\$4.75	\$5.25

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES****8.1 Directory Listings****8.1.1 Rules and Regulations****A. General**

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company uses abbreviations in listings. The Company may reject a residence listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

**B. Directory Errors or Omissions**

The Company's liability for any damages whatsoever arising out of errors in or omissions from directory assistance records or directory listings, including without limitation Yellow Pages or White Pages listings or directories, for which no additional charge is made, shall not exceed one-half the amount of the charge to the Customer for Local Exchange Service during the period covered by the directory or during the period that the directory assistance records remain in error after notice the company by the Customer, or \$250.00 whichever is less.

For listings furnished at additional charge, the Company's liability for any damages whatsoever arising out of errors in or omissions from directory assistance records or directory listings, including without limitation Yellow Pages or White Pages listings or directories, shall not exceed one-half the amount of the charge to the Customer for Local Exchange Service during the period covered by the directory or during the period that the records remain in error after notice to the Company by the Customer, or \$250.00 whichever is less. The Company shall not be liable to the Customer for any damages whatsoever arising out of errors in or omissions from directory assistance records or directory listings, including without limitation Yellow Pages or White Pages listings or directories, caused by any act or omission of a third party or other entity.

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (Cont'd)**

**8.1 Directory Listings, (Cont'd)**

**8.1.2 Composition of Listings**

**A. Names**

The following names may be included in business service listings:

1. The name of subscriber or joint user.
2. The name of each business enterprise which the subscriber or joint user conducts.
3. The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
4. The name of any person associated with the subscriber or joint user in the same business.
5. The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
6. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes.
7. The name of a publication issued periodically by the subscriber or joint user.
8. The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
9. The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
10. The name of a corporation which is the parent or a subsidiary of the subscriber.
11. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
12. The name of the subscriber to a sharing arrangement.

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (Cont'd)****8.1 Directory Listings, (Cont'd)****8.1.2 Composition of Listings, (Cont'd)****B. Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this Price List. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropractist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (Cont'd)****8.1 Directory Listings, (Cont'd)****8.1.2 Composition of Listings, (Cont'd)****C. Address**

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

**D. Telephone Number**

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (Cont'd)**

**8.1 Directory Listings, (Cont'd)**

**8.1.3 Types of Listings**

**A. Standard Listing**

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 8.1.2.B above.

**B. Indented Listing**

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD  
Office 125 Portland 555-4180  
Residence 9 Glenway 555-8345

**C. Alternate Telephone Number Listing and Night Listing**

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number)  
Night calls (telephone number)  
Night calls after PM (telephone number)  
Nights, Sundays and holidays (telephone number)  
5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays  
(telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (Cont'd)**

**8.1 Directory Listings, (Cont'd)**

**8.1.3 Types of Listings, (cont'd)**

**D. Duplicate Listing**

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

**E. Reference Listing**

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

**F. Cross Reference Listing**

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

**8.1.4 Free Listings**

One standard listing per billing telephone number will be provided at no charge.

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (Cont'd)****8.1 Directory Listings, (Cont'd)****8.1.5 Rates for Additional Listings - Business Customers**

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4.

Type of Listing	Residential Customers	Business Customers
Reference/Cross Reference:		
-Each Line	\$1.20	\$2.10
Alternative Telephone Number/Night Listing:		
-Night, Sundays & Holidays	\$1.20	\$2.10
-First Line	\$1.20	\$2.10
Duplicate Listing:		
2 or More Lines	\$1.20	\$2.10
-First Line		
-Each Additional Line	\$1.20	\$2.10
Other Duplicate Listings, each	\$1.20	\$2.10
Additional Listing	\$1.20	\$2.10
Foreign Listing	\$1.20	\$2.10

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (Cont'd)**

**8.2 Non-Published Service**

**8.2.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

**8.2.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**8.2.3 Rates and Charges**

There is a monthly charge for each non-published service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month:		
Residential	\$1.45	Business \$1.75

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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (Cont'd)****8.3 Non-Listed Service****8.3.1 General**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does appear in the Company's Directory Assistance Records.

**8.3.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

**8.3.3 Rates and Charges**

There is a monthly charge for each non-listed service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-listed service charge, per month:

Residential	\$0.35	Business	\$1.15
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**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES, (Cont'd)****8.4 Directory Assistance Services****8.4.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. Rates and charges for intraLATA and interLATA Directory Assistance service are provided in Harbor's Florida Price List No. 1.

Per Local Directory Assistance Call:

Within the Local Calling Area	\$0.25
Outside the Local Calling Area	\$0.90

**8.4.2 Directory Assistance Call Completion**

Charge per Completed Call	\$0.30
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**SECTION 9 - OPERATOR SERVICES****9.1 General**

Customers may subscribe to intraLATA and interLATA operator services offered by the Company. Such services are described in Harbor's Florida Price List No. 2. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

**9.1.1 Local Operator Service Charges**

The following service charges apply to operator assisted local calls made by Harbor customers, and are in addition to other rates and charges which may apply.

**A. Per Call Charges**

1.	Station-to-Station customer dialed calling card (credit card) calls, each	\$0.75
2.	Station-to-Station operator assisted sent-paid, collect, third number and non-customer-dialed credit card calls, each <sup>1</sup>	\$1.50
3.	Person-to-Person operator assisted calls, each	\$3.00
4.	Operator Dialed Surcharge. Station-to-Station operator assisted or person-to-person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number, each <sup>1</sup>	\$0.60
5.	Verification Request (Local only)	\$2.50
6.	Emergency Interrupt Request (Local only)	\$5.00

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<sup>1</sup>Applies when the operator dials the number at the customer's request.

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**SECTION 10 - LONG DISTANCE SERVICES**

**10.1 General**

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in Harbor's Florida Price List No. 2. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

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By:

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**SECTION 11 - MISCELLANEOUS SERVICES****11.1 Carrier Presubscription****11.1.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**11.1.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer may select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company, for intraLATA and interLATA toll calls. One carrier may be the Customer's primary intraLATA interexchange carrier, and the other carrier may be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 11 - MISCELLANEOUS SERVICES, (Cont'd)**

**11.1 Carrier Presubscription, (Cont'd)**

**11.1.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.1.4 below:

**11.1.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.1.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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**SECTION 11 - MISCELLANEOUS SERVICES, (Cont'd)****11.1 Carrier Presubscription, (Cont'd)****11.1.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

Per business line, trunk, or port

Initial Line, or Trunk or Port	\$1.49
Additional Line, Trunk or Port	\$1.49

**11.2 End User Line Charges**

	<u>Rate Per Month</u>
Primary Business Local Exchange Lines, per Line	\$0.35
PBX Trunks, per Trunk	\$3.15
Primary Rate ISDN Interface (ISDN PRI), per Interface	\$1.75

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**SECTION 12 - [Reserved For Future Use]**

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**SECTION 13 - SPECIAL ARRANGEMENTS****13.1 Contract Services**

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

**13.2 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay services calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

**13.3 Special Rates For The Handicapped****13.3.1 Directory Assistance**

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

**13.3.2 Hearing and Speech Impaired Persons**

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

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**SECTION 14 - PROMOTIONAL OFFERINGS**

**14.1 Special Promotions**

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular Price List offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's Price List as an addendum to the Carrier's Price Lists.

**14.2 Discounts**

The Company may, from time to time, as reflected in the Price List, offer discounts based on monthly volume or monthly revenue commitment.

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