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(1922 - 2001)
JOSEPH J. BURGIE
(1926 - 1992)

June 6, 2002

Blanca Bayó
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

020496 - 77

Re: Tralee Telephone Company, LLC

Dear Ms. Bayó:

Enclosed herewith for filing with the Commission, please find an original and six (6) copies of the above captioned corporation's APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF FLORIDA, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the postage-paid envelope attached thereto.

Please contact me if you have additional questions or concerns.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

Patrick D. Crocker

PDC/bmr

enc

DOCUMENT NUMBER DATE
05955 JUN-78
FPSC-COMMISSION CLERK

FLORIDA PUBLIC SERVICE COMMISSION

TRALEE TELEPHONE COMPANY, LLC)
APPLICATION FOR AUTHORITY TO PROVIDE)
INTEREXCHANGE TELECOMMUNICATIONS) Case No.
SERVICES BETWEEN POINTS WITHIN THE)
STATE OF FLORIDA)

1. This is an application for [X] (check one):

- [X] 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:

Tralee Telephone Company, LLC

3. Name under which applicant will do business (fictitious name, etc.): Not Applicable ("N/A")

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

151 South Rose Street, Suite 900
Kalamazoo, MI 49007

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

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

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

- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization

- | | |
|-------------------------------------------------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Other <u>Applicant is a Limited Liability Company</u> | |

8. **If individual**, provide: Not Applicable

Name: _____
Title: _____
Address: _____
City/State/Zip _____
Telephone No. _____ Fax No. _____
Internet Email Address: _____
Internet Website Address: _____

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

- (a) **The Florida Secretary of State Corporate Registration number:**
Not Applicable

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

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

Applicant has applied for authority to transact business within the state of Florida. A copy of Applicant's Certificate of Formation, and Application for Certificate of Authority to transact business within Florida appears as Exhibit A. Applicant will provide Certificate of Authority immediately upon receipt.

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

- (a) **The Florida Secretary of State fictitious name registration number:**
Not Applicable

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

- (a) **The Florida Secretary of State registration number:** Not Applicable

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

Not Applicable

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

- (a) **The Florida registration number:** Not applicable

15. Provide **F.E.I. Number** (if applicable): 68-0502030

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

Yes No

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

Name: _____

Title: _____

Address: _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

(c) How is this information provided?

17. Who will receive the bills for your services?

Residential customers.

PATS providers.

Hotels & motels.

Universities.

Other: (specify) _____

Business customers.

PATS station end-users.

Hotel & motel guests.

University dormitory residents

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

(a) The Application:

Name: Patrick D. Crocker

Title: Attorney

Company: Early, Lennon, Crocker & Bartosiewicz, P.L.C.

Address: 900 Comerica Building

City/State/Zip Kalamazoo, MI 49007

Telephone No. 616-381-8844 Fax No. 616-349-8525

Internet Email Address: pcrocker@earlylennon.com

Internet Website Address: _____

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

Name: Mark Kelly

Title: Managing Member

Address: 151 South Rose Street, Suite 900

City/State/Zip Kalamazoo, MI 49007

Telephone No. 616-381-8844 Fax No. 616-349-8525

Internet Email Address: _____

Internet Website Address: _____

(c) Complaints/Inquiries from customers:

Name: Mark Kelly

Title: Managing Member

Address: 151 South Rose Street, Suite 900

City/State/Zip Kalamazoo, MI 49007

Telephone No. 616-381-8844 Fax No. 616-349-8525

Internet Email Address: _____

Internet Website Address: _____

19. List the states in which the applicant:

- (a) has operated as an interexchange telecommunications company.

Applicant is a newly formed company that is seeking authority to provide the resale of telecommunications throughout the United States and has not yet begun to operate in any state.

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

Colorado, Idaho, Iowa, and New Jersey

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

District of Columbia, Indiana, Michigan, Montana, Texas, Utah, and Virginia

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

Applicant has never been denied authority to operate as an interexchange carrier.

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

Applicant has never had regulatory penalties imposed for violations of any telecommunications statutes.

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

Applicant has never been involved in civil court proceedings with an interexchange carrier, local exchange company, or other telecommunications entity.

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

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

No

- (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.

Yes. Mr. Kelly was associated with Polar Communications Corporation until it sold and with Atlas Communications, Ltd until he left to pursue new opportunities.

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

- a. **MTS with distance sensitive per minutes rates**
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

- b. **MTS with route specific rates per minute**
 - Method of access is FGA
 - Method of access if FGB
 - Method of access is FGD
 - Method of access is 800

- c. **MTS with statewide flat rates per minute (i.e. not distance sensitive)**
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800

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

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

- f. **800 Service (Toll free)**

- g. **WATS type service (Bulk or volume discount)**
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities

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

- i. **Travel Service**
 - Method of access is 950
 - Method of access is 800

- j. **900 service**

- k. **Operator Services**
 - Available to presubscribed customers
 - Available to nonpresubscribed customers (for example to patrons of hotels, students in Universities, patients in hospitals)
 - Available to inmates

- l. **Services included are:**
 - Station assistance
 - Person to Person assistance
 - Directory Assistance
 - Operator verify and interrupt
 - Conference Calling

22. Submit the proposed tariff under which the Company plans to begin operation. Use the format required by Commission Rule 25-24.485.

The proposed tariff is attached as **Exhibit B**.

23. Submit the following:

- 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.

Background and Experience of Management attached as **Exhibit C**.

- C. **Financial capability.**

This 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.

Applicant is a newly formed company. As such, audited financial statements for the most recent 3 years are not available.

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.*

Applicant attaches financial statements as **Exhibit D**.

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

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

Applicant has sufficient financial capability to provide the requested service in the geographic areas proposed to be served. Applicant's operating revenue will provide Applicant with sufficient financial resources to provide service in the proposed areas. Applicant will require additional funding to offer services contemplated within the Application. Should Applicant require additional funding for Applicant's operations in Florida, Applicant's principals shall make \$25,000.00 available to Applicant.

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

Applicant has sufficient financial capability to provide the requested service in the geographic areas proposed to be served. Applicant's operating revenue will provide Applicant with sufficient financial resources to provide service in the proposed areas. Should Applicant require additional funding for Applicant's operations in Florida, Applicant's principals shall make \$25,000.00 available to Applicant.

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

Applicant will operate as a switchless reseller. Applicant will not own or lease any facilities to provide the services proposed within the Application.

APPLICANT ACKNOWLEDGEMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross 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:** A non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Patrick D. Crocker

Print Name

Signature

Attorney

Title

June 6, 2002

Date

616-381-8844

Telephone No.

616-349-8225

Facsimile No.

Address: 151 South Rose Street, Suite 900

Kalamazoo, MI 49007

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

UTILITY OFFICIAL:

Patrick D. Crocker
Print Name

Signature

Attorney
Title

June 6, 2002
Date

616-381-8844
Telephone No.

616-349-8225
Facsimile No.

Address: 151 South Rose Street, Suite 900
Kalamazoo, MI 49007

AFFIDAVIT

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

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Patrick D. Crocker
Print Name

Signature

Attorney
Title

June 6, 2002
Date

616-381-8844
Telephone No.

616-349-8225
Facsimile No.

Address: 151 South Rose Street, Suite 900
Kalamazoo, MI 49007

CURRENT FLORIDA INTRASTATE SERVICES

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

If the answer is **has**, fully describe the following:

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

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

UTILITY OFFICIAL:

Patrick D. Crocker

Print Name

Signature

Attorney

Title

June 6, 2002

Date

616-381-8844

Telephone No.

616-349-8225

Facsimile No.

Address: 151 South Rose Street, Suite 900
Kalamazoo, MI 49007

EXHIBIT A

Certificate of Formation

And

**Application for Certificate of Authority to Transact Business
Within the State of Florida**

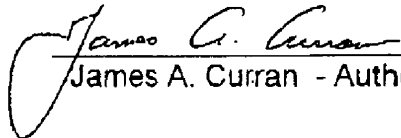
**CERTIFICATE OF FORMATION
OF
TRALEE TELEPHONE COMPANY, LLC**

1. The name of the limited liability company is TRALEE TELEPHONE COMPANY, LLC.

2. The address of its registered office in the State of Delaware is The Brandywine Building, 1000 West Street, 17th Floor, in the City of Wilmington, County of New Castle, Delaware 19801.

The registered agent in charge thereof is CORPORATION GUARANTEE AND TRUST COMPANY.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of TRALEE TELEPHONE COMPANY, LLC this 8th day of May, 2002.



James A. Curran - Authorized Person

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO
TRANSACT BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. TRALEE TELEPHONE COMPANY, LLC
(Name of foreign limited liability company)

2. DELAWARE 3. _____
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. 5/8/2002 5. PERPETUAL
(Date of Organization) (Duration: Year limited liability company will cease to exist or "perpetual")

6. UPON QUALIFICATION
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.))

7. 482 NORRISTOWN ROAD, SUITE 200
BLUE BELL, PA 19422
(Street address of principal office)

8. If limited liability company is a manager-managed company, check here

9. The name and usual business addresses of the managing members or managers are as follows:

MARK W. KELLY - MANAGING MEMBER 470 NORRISTOWN RD., STE. 201,
BLUE BELL, PA 19422

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: _____
TELECOMMUNICATIONS

Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Typed or printed name of signee

EXHIBIT B

Tariff

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by TRALEE TELEPHONE COMPANY, LLC, with principal offices at 151 South Rose Street, Suite 900, Kalamazoo, MI 49007. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission and copies may also be inspected, during normal business hours, at the Company's principal place of business.

Issued: June 7, 2002

Effective: _____, 2002

Issued by: Mark Kelly, Managing Member
151 South Rose Street, Suite 900
Kalamazoo, MI 49007

CHECK SHEET

The title page and pages 1-44 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	23	Original
2	Original	24	Original
3	Original	25	Original
4	Original	26	Original
5	Original	27	Original
6	Original	28	Original
7	Original	29	Original
8	Original	30	Original
9	Original	31	Original
10	Original	32	Original
11	Original	33	Original
12	Original	34	Original
13	Original	35	Original
14	Original	36	Original
15	Original	37	Original
16	Original	38	Original
17	Original	39	Original
18	Original	40	Original
19	Original	41	Original
20	Original	42	Original
21	Original	43	Original
22	Original	44	Original

* New or Revised Sheets

Issued: June 7, 2002

Effective: _____, 2002

Issued by: Mark Kelly, Managing Member
151 South Rose Street, Suite 900
Kalamazoo, MI 49007

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Issued: June 7, 2002

Effective: _____, 2002

Issued by: Mark Kelly, Managing Member
151 South Rose Street, Suite 900
Kalamazoo, MI 49007

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SYMBOLS

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

Issued: June 7, 2002

Effective: _____, 2002

Issued by: Mark Kelly, Managing Member
151 South Rose Street, Suite 900
Kalamazoo, MI 49007

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

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

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

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).i.
- 2.1.1.A.1.(a).i.(i).
- 2.1.1.A.1.(a).i.(i).(1).

Check Sheets - When a Tariff filing is made with the FPSC, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designed by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the FPSC.

1. TECHNICAL TERMS AND ABBREVIATIONS

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

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Access Line

An arrangement that connects the customer's location to the Company's network switching center.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

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

Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information that will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

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.

Authorized User

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

Bandwidth

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

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit

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

Company or Carrier

TRALEE TELEPHONE COMPANY, LLC

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer

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

Customer Premises/Customer's Premises

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

Day

From 8:00 a.m. up to but not including 5:00 p.m. local time Sunday through Friday.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

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

DS-0

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

DS-1

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

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

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

Evening

From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

FPSC

Florida Public Service Commission

Individual Case Basis (ICB)

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

Installation

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

Interexchange Service

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

Interruption

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

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

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

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

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

N/A

Not available.

Night/Weekend

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

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

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

Primary Route

The route that in the absence of Customer-designated routing or temporary re-routing would be used by the Company in the provision of Service.

Private Line

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

Private Line Service

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

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Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

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

Restore

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

Route Diversity

Two channels that are furnished partially or entirely over two physically separate routes.

Service

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

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer special contract and/or promotions to its customers, waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12-month period.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the FPSC.

Toll Call

Any call extending beyond the local exchange of the originating caller that is rated on a toll schedule by the local exchange telephone company.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

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

2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff. The Company will provide Service to the public by reselling services purchased from underlying facilities based carriers.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
- 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

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- 2.1.7. Reserved for future use.
- 2.1.8. Reserved for future use.
- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

2.2. Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

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- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10 The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.

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- 2.3.2. With respect to the Services contained herein and except an otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. Reserved for future use.
- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.

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- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10 In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.4. Cancellation of Service by a Customer

- 2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.5. Cancellation for Cause by the Company

2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice shall be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:

2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);

2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);

2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;

2.5.2.E. in the event of unauthorized use.

2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone end user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.

2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.6. Credit Allowance

2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

2.6.3. No credit shall be allowed:

2.6.3.A. For failure of services or facilities of Customer; or

2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.

2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.

2.6.5. Credits are applicable only to that portion of Service interrupted.

- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment and Billing

- 2.8.1 The following rules apply only to the Carrier's resold interexchange services and will govern payment and billing practices of the Carrier, unless inconsistent with any rule, order or regulation of the Commission. In the case of any inconsistency, the rule, order, or regulation of the Commission, or other provision of law, shall prevail. Carrier's billing agent is OAN.
- 2.8.a. Service is provided and billed on a billing cycle basis, beginning on the date that the service becomes effective. Billing is payable upon receipt. A late payment charge of 1.5% per billing cycle and 18% per annum will accrue upon any unpaid amount commencing Twenty Eight (28) Days after rendition of bills.
- 2.8.b. The customer is responsible for payment of all charges for service and facilities furnished by the Carrier to the customer, as well as, all charges for services and facilities furnished by the Carrier to all persons using the customer's codes, premises, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities is the sole responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to, and must be paid by, the customer. Recurring and non-recurring charges are billed in arrears.
- 2.8.c. All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Carrier in writing within Ninety (90) Days after such bills are rendered.

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- 2.8.d. Carrier shall be entitled to revise bills previously rendered to adjust for previously un-billed service, or to adjust upward a bill previously rendered, for a period equivalent to the applicable contract law statute of limitations.
- 2.8.e. Advance Payments: For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges, as an advance payment for service. This will be applied against the next month's charges and if necessary, a new advance payment will be collected for the next month.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.9. Local Charges
- 2.9.1. In certain instances, customers may be subject to local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.
- 2.10. Assignment
- 2.10.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.
- 2.11. Tax and Fee Adjustments
- 2.11.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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- 2.11.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.11.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.11.4. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.
- 2.11.5. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.
- 2.11.6. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

2.12. Method for Calculation of Airline Mileage

2.12.1 The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:

	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.13. Time of Day Rate Periods

2.13.1 Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday
 EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday
 NIGHT/
 WEEKEND: From 11:01 PM to 8:00 AM Everyday
 From 8:01 AM to 11:00 PM Saturday
 From :01 AM to :00 PM Sunday

2.14. Special Customer Arrangements

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

2.15. Inspection

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

2.16. Deposits

The Company does not require a deposit from the customer.

2.17. Employee Concessions

The Company does not offer concessions to employees.

2.18. Reserved for future use.

2.19. Reserved for future use.

2.20. Rate Quotes

Rate quotes will be provided to end users from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday by dialing (8XX) XXX-XXXX (to be determined).

2.21. Bad Check Charges

The Company does not charge Customers for checks that are returned.

2.22. Usage Charges Rounding

The charges for all calls during a billing month will be totaled. If the total charge includes a fraction of a cent, the fraction is rounded to the next whole cent (e.g., \$4,101.345 would be rounded to \$4,101.35).

2.23. Directory Assistance Service

The Company does not offer directory assistance at this time.

2.24. Special Contracts

2.24.1. Carrier may enter into contracts with end users such as hotels, or special categories of users, wherein additional discounts may be provided for volume use categories of users, wherein additional discounts may be provided for volume use or to reflect services performed for the Carrier by such users.

2.24.2. The Company will, from time to time, offer special contract and/or promotions to its customers, waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12-month period.

2.25 Service Agreement

The name(s) of the customer(s) desiring to use the services must be set forth in the Service Agreement. An executed Service Agreement and letter of Agency is required to initiate service.

3. DESCRIPTION OF SERVICE

3.1. Wide Area ("WATS") and Message ("MTS") Telecommunications Services

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call completion is completed by underlying carrier.

3.2. Timing of Calls

3.2.1. Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time for all calls ends when one of the parties disconnects from the call. There are no billing charges applied for incomplete calls.

3.3. Switched Outbound Service

3.3.1. Company's 1+ switched outbound services permit outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends. The minimum call duration for billing purposes is eighteen (18) seconds. Usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

3.4. Dedicated Outbound Service

3.4.1. Dedicated outbound service permits outward 1+ calling to stations. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. High Volume Customers may elect Dedicated Access 1+ Service. Customer selecting this Service shall commit to utilize the Company's Service for a specified term, and shall agree to pay any applicable local loop charges.

3.5. Switched Inbound Service

3.5.1. The Company's 800 Switched Inbound Service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends. The Company's 800 Switched Service is available to Customers executing a month to month or long term contract having a minimum one year commitment with the Company.

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3.6. Dedicated Inbound Service

3.6.1. The Company's Dedicated Inbound 800 Service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. Dedicated 800 Service is available to Customers executing a one or two year term commitment with the Company. The minimum call duration for billing purposes is eighteen (18) seconds. Usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period. In addition to the charges set forth below, the Customer is responsible for any applicable local loop charges.

3.7. Calling Card Service

3.7.1. The Company's Calling Card Service is a customized calling card service with features including voice response or touch-tone dialing. Customers may pay both a per card surcharge and a measured usage charge for each call. Customers access the service through an "800" number established by the Company. The Company may charge an activation fee of \$1.00. The Company will assess a surcharge of \$0.29 in addition to the rates shown below, depending on the program selected. The charges for Calling Card Service are calculated on the basis of each complete call. The minimum call duration for billing purposes is sixty (60) seconds. Usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

3.8. Special Promotional Offerings

3.8.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by the Commission. All promotions shall include exactly what charges are being reduced or waived, who is eligible, what customers have to do to be eligible, and the starting and ending date of such promotion. Individual customers may not receive such reduced rates for more than 90 days per a 12-month period.

3.9. Emergency Calls

3.9.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

3.10. Minimum Call Completion Rate

3.10.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all Feature Group D services.

4. RATES AND CHARGES

4.1. Usage Rates

4.1.1. The following are the maximum per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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4.2. Switched Inbound Usage Rates

PLAN A

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

		Additional 6 Seconds
ALL	\$0.05091	\$0.01697

PLAN B

Customers subscribing to Plan B incur a \$3.00 per month service charge. Customers with a monthly usage charge in excess of \$75.00 shall not be eligible to Plan B. Customers shall be billed by the appropriate local exchange company.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.06501	\$0.02167

PLAN C

Customers subscribing to Plan C shall receive invoices from the appropriate local exchange company. Customers shall incur no monthly billing charge under Plan C.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.07650	\$0.02550

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PLAN D-MZ

Customers subscribing to Plan D-MZ incur a \$3.00 per month service charge, and a \$5.00 charge per month for each toll free number. Customers will receive invoices from the appropriate local exchange carrier. Customers will have no minimum monthly usage commitment under Plan D-MZ.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.1984	\$0.1984

PLAN E-MY

Qualified member may subscribe to Plan E-MY. Customers incur a \$3.00 per month service fee, along with a \$5.00 per month service fee per toll free number. Customers will receive invoices through the appropriate local exchange company.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.1584	\$0.1584

PLAN F-EZ

Customers subscribing to Plan F-EZ incur a \$3.00 per month service charge should the monthly usage fail to exceed \$50.00. Customers will incur a \$5.00 monthly service charge per toll free number. Customers will receive invoices directly from the Company.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.04752	\$0.01584

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4.3. Dedicated Inbound Usage Rates

4.3.1. In addition to the Recurring, Non-recurring, LEC and Usage charges set forth herein, Customers shall incur a \$0.025 per minute increase in the per minute rate if the Customer purchased dedicated services through U.S. Sprint within the six (6) months prior to selecting the Company's Dedicated Inbound Service.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.03108	\$0.01036

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4.4. Switched Outbound Usage Rates**PLAN A**

Customers subscribing to Plan A incur a \$3.00 monthly billing charge should monthly usage charges fail to exceed \$50.00. The Company will invoice Customer subscribing to Plan A directly.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.05091	\$0.01697

PLAN B

Customers subscribing to Plan B incur a \$3.00 per month usage service charge. Customers having monthly usage charges in excess of \$75.00 shall be eligible for Plan B. Customers shall be billed appropriate local exchange company.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.06501	\$0.02167

PLAN C

Customers subscribing to Plan C shall receive invoices from the appropriate local exchange company. Customers will incur no monthly billing charge under Plan C.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.07650	\$0.02550

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PLAN D-LY

Qualified members may subscribe to the Company's switched outbound service offered through Plan D-LY. Customers incur a \$3.00 per month service charge in addition to the per minute usage charge set forth herein. Customers have no minimum monthly usage requirement under this program. Customers will receive invoices through the appropriate local exchange carrier.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.1584	\$0.1584

PLAN E-LZ

Customers subscribing to Plan E-LZ incur a \$3.00 per month service charge in addition to the per minute rate set forth herein. Customers under Plan E-LZ have no minimum monthly usage requirement. Customers will receive invoices from the appropriate local exchange carrier.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.1984	\$0.1984

PLAN F-DZ

Customers subscribing to Plan F-DZ incur a \$3.00 monthly service charge should monthly usage charges fail to exceed \$50.00 in any given month.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.04752	\$0.01584

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Dime-A-Minute

The Company's 1+ switched outbound services under the Dime-A-Minute Program permit outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends. Customers will incur a monthly surcharge equal to \$6.95 per line. Usage rates will be applied in sixty (60) second increments with a three (3) minute minimum length.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 3 Minutes	Additional 60 Seconds
ALL	\$0.30	\$0.10

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4.5. Dedicated Outbound Usage Rates

4.5.1. In addition to the Recurring, Non-recurring, LEC and Usage charges set forth herein, Customers shall incur a \$0.025 per minute increase in the per minute rate if the Customer purchased dedicated services through U.S. Sprint within the six (6) months prior to selecting the Company's Dedicated Outbound Service.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.03075	\$0.01025

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4.6. Calling Card Usage Rates

4.6.1. Customers using the Company's Calling Card to place long distance calls incur a \$0.30 per call charge in addition to the per minute usage charge set forth hereinafter.

PLAN A

Customers subscribing to Plan A incur a \$3.00 monthly billing charge should monthly usage charges fail to exceed \$50.00. Customers will incur an activation fee of \$1.00 per calling card. The Company shall invoice Customers directly under Plan A.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.05091	\$0.01697

PLAN B

Customers subscribing to Plan B incur a \$3.00 per month service charge. Customers with a monthly usage charge in excess of \$75.00 shall not be eligible to Plan B. Customers will incur an activation fee of \$1.00 per calling card. Customers shall be billed by the appropriate local exchange company.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.06501	\$0.02167

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PLAN C

Customers subscribing to Plan C shall receive invoices from the appropriate local exchange company. Customers will incur an activation fee of \$1.00 per calling card. Customers shall incur no monthly billing charge under Plan C.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$0.07650	\$0.02550

SAVINGS PLAN NO. 1

Customers subscribing to Savings Plan No. 1 incur a \$3.95 per month service charge, in addition to the \$19.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 407 minutes per month.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.049	\$0.049

SAVINGS PLAN NO. 2

Customers subscribing to Savings Plan No. 2 incur a \$3.95 per month service charge, in addition to the \$24.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 422 minutes per month.

**BUSINESS DAY
EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.059	\$0.059

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SAVINGS PLAN NO. 3

Customers subscribing to Savings Plan No. 3 incur a \$3.95 per month service charge, in addition to the \$99.95 per month calling plan fee. The Customer shall incur the per minute usage charge set forth below for all minutes purchased in excess of 2562 minutes per month.

BUSINESS DAY
EVENING/NIGHT/WEEKEND

Mileage	Initial 60 Seconds	Additional 60 Seconds
ALL	\$0.039	\$0.039

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4.7. Recurring Charges

4.7.1. Customers will incur the following monthly Recurring Charges:

	<u>SWITCHED ACCESS</u>	<u>DEDICATED ACCESS</u>
Per 800/888 Number	\$5.00	\$5.00
Accounting Codes (non-verified)	NC	NC
Authorization Codes/BTN (verified)	NC	NC
Authorization Code change/add/delete	NC	NC
Monthly Recurring Charge Per T-1	NC	\$50.00
Billing Fee	\$5.00	\$5.00

4.8. Non-recurring Charges

4.8.1. Customers will incur the following Non-recurring Charges:

	<u>SWITCHED ACCESS</u>	<u>DEDICATED ACCESS</u>
Per 800/888 Number	\$0.00	\$50.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$100.00	\$100.00
Authorization Code change/add/delete	\$10.00	\$10.00
Set and Installation Charge	\$0.00	\$400.00

4.9. Hearing/Speech Impaired Provisions

4.9.1. For purposes of this tariff, the definitions of impaired refers to 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.

4.9.2. Residential impaired customers or impaired members of a customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraile devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines maintained for the benefit of the impaired may receive a discount off their message toll service rates.

4.10. Rules for Special Rates for Handicapped Customers

4.10.1. Below are Sections of the Florida Rules concerning handicapped hearing/speech impaired persons and discounts on toll calls using the telecommunications relay service.

- 4.10.1.a. Hearing/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. These discounts shall be offered by all interexchange carriers and LECs."
- 4.10.1.b. Operation of Telecommunications Relay Service "For intrastate toll calls received from the relay service, the Company shall discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that were 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 nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges, such as a credit card surcharge. In the case of a tariff that includes either a discount based on number of minutes or the purchase of minutes in blocks, the discount shall be calculated by discounting the minutes of relay use before the tariffed rate is applied.
- 4.10.1.c. Directory Assistance Charges for Handicapped Persons: Pursuant to Florida Public Service Commission Rules and Regulations, Company will not charge for the first 50 directory assistance calls made each month by a handicapped person.

4.11. Payphone Use Service Charge

- 4.11.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$.29.

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EXHIBIT C

Background and Experience of Management

TRALEE TELEPHONE COMPANY, LLC

BACKGROUND AND EXPERIENCE OF MANAGEMENT

Mark W. Kelly (41), became President of FREE SPARK in December 1998, after serving as advisor and board member during the company's start-up phase. Prior, he was CEO of Atlas Communications, a long distance telephone company. Career experience includes management of operations, marketing, telemarketing and sales as well as strategic planning and corporate finance.

EXHIBIT D

Financial Statements

Tralee Telephone Company, LLC
Balance Sheet
May 31, 2002

Assets

Cash \$ 50,000.00

Total Assets \$ 50,000.00

Liabilities & Equity

Notes Payable \$ 50,000.00

Total Liabilities & Equity \$ 50,000.00