

MILLER ISAR INC.
REGULATORY CONSULTANTS

STACEY A. KLINZMAN

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM

Via Overnight Delivery

2 August 2002

Ms. Blanca Bayo
Director, The Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

02086S-TI

Re: Granite Telecommunications, LLC - Application for Authority

Dear Ms. Bayo:

Enclosed for filing please find an original and four (4) copies of Granite Telecommunications, LLC's ("Granite") Application for Authority to provide facilities-based and resold local exchange telecommunications service. Also enclosed is a check in the amount of \$250.00 in payment of the filing fee.

Granite contemporaneously files a Motion for Protective Order at Exhibit F, requesting confidential treatment of its financial statements, which are attached to the Application as Appendix A, and are sealed in a manila envelope and labeled "Confidential." Granite respectfully requests that its financial statements be viewed by Commission staff only in the discharging of its duties, and not be released to the public, consistent with Granite's Motion, if granted.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope enclosed for this purpose.

Questions regarding this application may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.


Stacey A. Klinzman
Director - Regulatory Compliance

cc: Geoff Cookman, Granite Telecommunications, LLC

DOCUMENT NUMBER 02086S-TI
08144 AUG-3 2002
FPC-COMMISSION CLERK

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Granite Telecommunications, LLC)
for Original Authority to Provide) Docket No. _____
Interexchange Telecommunications)
Services Within the State of Florida)

APPLICATION FOR AUTHORITY

Granite Telecommunications, LLC ("Applicant"), pursuant to Chapter 25-24, Section 25-24.470, and Section 25-24.471, Rules of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96)¹:

1. Applicant requests Original Authority to operate as an interexchange telecommunications company providing intraLATA and interLATA intrastate, interexchange telecommunications services, throughout the State of Florida. Applicant will offer interexchange services in conjunction with its local services, authority for which is contemporaneously being sought under separate application.

2. Applicant's legal name is Granite Telecommunications, LLC

3. Applicant will be doing business as Granite Telecommunications, LLC

4. Applicant's business address is:

Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847.0931

¹ As Applicant has not previously provided intrastate telecommunications services in Florida, a Certificate Transfer, or Assignment Statement is not included in Applicant's application.

5. Applicant will not have a Florida office, nor maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's national office.

6. Applicant will provide interexchange services as a non- facilities-based reseller.

7. Applicant is a privately-held, limited liability company organized under the laws of the State of Delaware on April 1, 2002. Applicant's Certificate of Organization is attached hereto at **Exhibit A**.

8. Not applicable. (Applicant is not an individual.)

9. Not applicable. (Applicant is not incorporated in Virginia.)

10. (a) Proof from the Florida Secretary of State that the Applicant has authority to operate in Florida is attached hereto at **Exhibit B**. Applicant's Florida Secretary of State Corporate Registration number is M02000001098.

11. Applicant will not use a fictitious name.

12. Not applicable. (Applicant is not a limited liability partnership.)

13. Not applicable. (Applicant is not a limited partnership.)

14. Not applicable. (Applicant is not a foreign limited partnership.)

15. Applicant's Federal Employer Identification number is: 04-3643290.

16. Applicant will conduct its own billing to end users. Applicant's name will appear on end user bills.

17. Applicant intends to serve commercial and residential subscribers who will be the recipients of Applicant's bills.

18. (a) Correspondence and communications concerning this Application and Tariff should be directed to Applicant's regulatory consultant:

Andrew O. Isar
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335
Telephone: 253.851.6700
Facsimile: 253.851.6474
email: aisar@millerisar.com

18. (b) The official point of contact for ongoing operations of the Applicant is:

Rand Currier, Vice President - Operations
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847.0931

18. (c) Customer complaints/inquiries should be directed to Applicant's customer service department at :

Paul Stutzman
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847.0931

19. (a through f) Applicant is currently initiating certification/registration throughout the Northeast and Southeast.² Applicant has satisfied the initial notification, registration, and application obligations of the Federal Communications Commission. Applicant has authority to provide service in Georgia, Massachusetts, New Hampshire, New York, North Carolina. Applications are pending in Kentucky, Maine, Maryland, New Jersey, Pennsylvania and Vermont. In no instance has applicant been denied an application for interexchange operating authority, nor have any penalties been imposed on applicant. Applicant has not been involved in any civil court proceedings with an interexchange carrier, local exchange carrier or other telecommunications entity.

²Alabama, Delaware, Florida, Georgia, Kentucky, Maryland, Massachusetts, Mississippi, Louisiana, Maine, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, and Vermont.

20. No officers, directors, or any of Applicant's ten largest stockholders have previously been

(a) adjudged bankrupt, mentally incompetent, or found guilty of any crime.

There are no pending proceedings against Applicant's officer, directors, or any of Applicant's ten largest stockholders.

Applicant's shareholders and members are currently directors of Network Plus, Inc.

21. Applicant will provide interexchange interLATA message telephone services (MTS) under statewide flat rates per minute, utilizing feature group D (FGD) access. Applicant will also provide toll free (800 number) access travel card services and operator assisted calling services available exclusively to presubscribed customers. Applicant will provide operator assisted calling services through its underlying carrier, including **Station Assistance, Person-to-Person assistance, Directory assistance, Busy Line Verification, and Line Service Interrupt** services.

22. A copy of Applicant's proposed tariff under which the company plans to begin offering service, pursuant to Commission Rule 25-24.485, is attached hereto as **Exhibit C**.

23. Applicant further submits the following in support of its Application:

A. An overview of Applicant's Managerial capabilities including the resumes of senior managers of the Applicant which demonstrates substantial managerial experience is attached hereto as **Exhibit D**.

B. An overview of Applicant's technical capabilities including the resumes of senior managers of the Applicant which demonstrates substantial technical experience is attached hereto as **Exhibit D**.

C. The Applicant submits its unaudited balance sheet, including a statement of retained earnings, and income statement, verified by the Applicant's chief financial officer, affirming that the financial statements are true and correct are attached hereto at Exhibit E. A written explanation that Applicant has sufficient financial capability to provide and maintain interexchange service throughout the State of Florida, as well as a statement that Applicant has sufficient financial capability to meet its lease and ownership obligations is also attached hereto at Exhibit E and sealed in a manila envelope and labeled "Confidential." A Motion for Protective Order requesting that the confidentiality of Applicant's financial statements be maintained is attached hereto at Exhibit F. Applicant respectfully requests that its Motion be granted.

22. Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) innovative telecommunications services, including the use of high speed broadband facilities utilizing voice over Internet protocol;
- (c) increased consumer choice in telecommunications service and alternative billing options;
- (d) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (e) an additional tax revenue source for the State of Florida.

Approval of the instant Application is in the public interest and is consistent with the U.S. Congress', the Federal Communications Commission's and the Commission's pro-competitive policies.

Applicant will comply with all the rules and regulations of the Commission and will respond to any Commission request for further information or evidence regarding Applicant's proposed services.

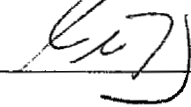
(Signature Next Page)

WHEREFORE, Granite Telecommunications, LLC respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a provider of interexchange telecommunications services within the State of Florida.

Respectfully submitted this 17 day of July, 2002.

Granite Telecommunications, LLC

By: _____


Robert T. Hale, Jr., President
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847.0931

Andrew O. Isar
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335
Telephone: 253.851.6700
Facsimile: 253.851.6474

Applicant's Regulatory Consultants

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Granite Telecommunications, LLC)
for Original Authority to Provide) Docket No.
Interexchange Telecommunications)
Services Within the State of Florida)

LIST OF EXHIBITS

EXHIBIT A CERTIFICATE OF ORGANIZATION

EXHIBIT B CERTIFICATE OF AUTHORITY

EXHIBIT C PROPOSED TARIFF

EXHIBIT D MANAGEMENT EXPERIENCE

EXHIBIT E FINANCIAL STATEMENTS AND STATEMENT OF
FINANCIAL VIABILITY

EXHIBIT F MOTION FOR PROTECTIVE ORDER

EXHIBIT G AFFIDAVIT OF COMPANY OFFICER

EXHIBIT H APPLICANT ACKNOWLEDGEMENT STATEMENT

EXHIBIT I STATEMENT RE: CURRENT FLORIDA INTRASTATE
SERVICE

EXHIBIT J STATE MENT RE: CUSTOMER DEPOSITS AND ADVANCE
PAYMENTS

EXHIBIT A

CERTIFICATE OF ORGANIZATION
(Attached)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GRANITE TELECOMMUNICATIONS, LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF APRIL, A.D. 2002, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3509271 8100

AUTHENTICATION: 1700104

020210189

DATE: 04-03-02

5-02-202 1:03AM

FROM:

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/01/2002
020210189 - 3509271

STATE of DELAWARE LIMITED LIABILITY COMPANY CERTIFICATE of FORMATION

• **First:** The name of the limited liability company is GRANITE TELECOMMUNICATIONS, LLC

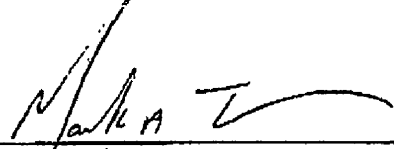
• **Second:** The address of its registered office in the State of Delaware is _____
101 North Fairfield Drive in the City of Dover

The name of its Registered agent at such address is _____
Corporate Systems Inc.

• **Third:** (Use this paragraph only if the company is to have a specific effective date of dissolution.) "~~The effective date of the limited liability company is to dissolve on~~ _____."

• **Fourth:** (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of
GRANITE TELECOMMUNICATIONS, LLC this 1st day of April, 2002.

BY: 
Authorized Person(s)

NAME: Mark A. Tanner
Type or Print

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 30, 2002

SUE WILLETT
MILLER ISAR INC.
7901 SKANSIE AVENUE, SUITE 240
GIG HARBOR, WA 98335

Qualification documents for GRANITE TELECOMMUNICATIONS, LLC were filed on April 30, 2002, and assigned document number M02000001098. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration and Qualification Section.

Nanette Causseaux
Corporate Specialist Supervisor
Division of Corporations

Letter Number: 002A00026565

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Granite Telecommunications, LLC

2. The name and the Florida street address of the registered agent and office are:

NRAI Services, Inc.

(Name)

526 E. Park Avenue

Florida street address (P.O. Box **NOT** ACCEPTABLE)

Tallahassee

FL 32301

(City/State/Zip)

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S.

NRAI Services, Inc.

By:

Zuenna M. Howarth, Asst Secy
(Signature)

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)

02 APR 30 PM 2:05
DIVISION OF CORPORATE
STATE

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

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

1. Granlte Telecommunications, LLC
(Name of foreign limited liability company)
2. Delaware 3. 04-3643290
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)
4. April 1, 2002 5. Perpetual
(Date of Organization) (Duration: Year limited liability company will cease to exist or "perpetual")
6. upon approval
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 817.155, F.S.))
7. 234 Copeland Street
Quincy, MA 02169
(Street address of principal office)

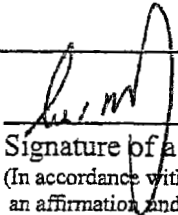
8. If limited liability company is a manager-managed company, check here

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

Robert T. Hale, Jr. 234 Copeland Street, Quincy, MA 02169

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: To provide telecommunication services.



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.)

Robert T. Hale, Jr.

Typed or printed name of signee

SECRETARY OF STATE
DIVISION OF CORPORATE &
REGISTRATION
02 APR 30 PM 2 05

EXHIBIT C

PROPOSED TARIFF
(Attached)

TELECOMMUNICATIONS TARIFF

OF

Granite Telecommunications, LLC

234 Copeland Street,
Quincy, Massachusetts 02169

COMPETITIVE INTEREXCHANGE
MESSAGE TELECOMMUNICATIONS SERVICES

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed interexchange message telecommunications services provided by Granite Telecommunications, LLC within the State of Florida. This tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at Company's principal place of business, 234 Copeland Street, Quincy, MA 02169.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

CHECK SHEET

Sheets 1 through 32 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Title Sheet	1
Check Sheet	2
Table of Contents	3
Explanation of Symbols	5
Tariff Format	6
Application of Tariff	7
 <u>Section</u>	
1. Technical Terms and Abbreviations	8
2. Rules and Regulations	10
2.1 Undertaking of the Company	10
2.2 Limitations of Service	11
2.3 Use	11
2.4 Liabilities of the Company	12
2.5 Customer Responsibilities	15
2.6 Interruption of Service	15
2.7 Restoration of Service	16
2.8 Payments and Billing	16
2.9 Cancellation by Customer	18
2.10 Cancellation by Company	19
2.11 Interconnection	20
2.12 Credit	21
2.13 Advance Payments	23
2.14 Taxes	24
2.15 Full Force and Effect	24
2.16 Uncertificated Resale Prohibited	24

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
<u>Section</u>	
3. Description of Service	25
3.1 Timing of Calls	25
3.2 Granite Telecommunications Services	26
3.3 Promotions	27
3.4 Minimum Call Completion Rate	28
3.5 Special Rates for Individuals with Disabilities	28
4. Rates	29
4.1 Service Charges	29
4.1.1. Granite Switched Access Outbound Service	29
4.1.2. Granite Switched Access Inbound Service	29
4.1.3. Granite Dedicated Access Outbound Service	30
4.1.4. Granite Dedicated Access Inbound Service	30
4.1.5. Granite Travel Card Service	31
4.1.6. Directory Assistance	31
4.1.7. Granite Prepaid Calling Card Service	31
4.1.8. Pay Phone Surcharge	31
4.1.9. Returned Check Charge	31
4.1.10. PIC Charge	31
4.1.11. Operator Assisted Calling Services	31
4.2 Time Periods	32
4.3. Individual Case Basis (ICB) Arrangements	32

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that material has been **moved from** another tariff location.
- (N) To signify a **new** rate, regulation condition.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, 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 sheet. 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 its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

APPLICATION OF TARIFF

- A. This tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications Services offered by Granite Telecommunications, LLC (“Company”) to Customers located within the State of Florida. All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company’s interstate offerings.
- B. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company’s current tariff or contract, whichever applies to the particular customer.
- C. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- D. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Florida Public Service Commission.
- E. This Tariff will be maintained and made available for inspection by any Customer at Company’s principal business office at Granite Telecommunications, LLC, 234 Copeland Street, Quincy, MA 02169.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

Florida Public Service Commission ("Commission").

Company:

Granite Telecommunications, LLC ("Granite")

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

800 (Toll Free) Service:

A switched or dedicated access service, offering users inbound, toll free "800, "866," "877" (or other toll free number) long distance telecommunications services from points originating and terminating in the state. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800" number. The Customer pays for the call.

One Plus Service:

A switched or dedicated access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the state.

Subscriber:

See "Customer" definition.

Switched Access:

If the customer's location has a transmission line that is switched through the LEC to reach the carrier's POP, the access is considered switched access.

Travel Card

See "Calling Card" definition.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange message telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3. Title to all facilities provided by Company under these regulations remains in Company's name.
- 2.2.4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices, including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity or the credit-worthiness of the Customer.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. USE, Continued**

2.3.4. The Company reserves the right to block traffic to or from certain countries, cities or NNX exchanges, or to disallow the use of certain Customer authorization codes, when such action is necessary to prevent the unlawful use of its service. Service will be restored as soon as it can be provided without undue risk, and, upon request by the affected Customer, a new authorization code will be assigned. The Company may control fraud by refusing to accept calling card, collect calling and/or third number calls which are determined to be invalid by the Customer or by the underlying carrier.

2.3.4. The Company reserves the right to discontinue the use of any code provided to a Customer, and to substitute another code for the Customer's use.

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.3. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.4. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.5. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

Issued: August 5, 2002
Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.9 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. CUSTOMER RESPONSIBILITIES**

- 2.5.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.5.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 2.5.3. The name(s) of the Customer(s) desiring to use the service must be properly verified.

2.6. INTERRUPTION OF SERVICE

- 2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.6.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $Credit - (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.7. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.8. PAYMENTS AND BILLING

- 2.8.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.8.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.8.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance.
- 2.8.4. Bills may be paid by mail, by telephone using a credit card, or by debit as prearranged by the Customer, in accordance with the Company's guidelines and capability. All charges for services are payable only in United States currency. Payment by mail may be made by check, money order, or cashier's check.
- 2.8.5. A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.8. PAYMENTS AND BILLING, Continued**

2.7.6 Billing disputes should be addressed to Company's customer service organization via telephone to 866-847-1500. Customer service representatives are available from 9:00 AM to 6:00 PM Eastern Time. Messages may be left for Customer Services from 6:01 PM to 8:59 AM Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

2.8.7. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission for its investigation and decision.

The address of the address and telephone number of the Commission are:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Gerald Gunter Building
Tallahassee, Florida 32399-0850

Telephone number: 850.413.6100
Toll free number: 800.342.3552

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION BY CUSTOMER

- 2.9.1. Customer may cancel service by subscribing to another presubscribed interexchange carrier.
- 2.9.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.9.3. Any non-recoverable cost of company expenditures shall be borne by the Customer if:
 - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY COMPANY

2.10.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.10.2. Company may discontinue service according to the following conditions upon five (5) days' notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any regulated charge as provided by Company's tariff; or
- C. Failure to meet or maintain the Company's credit requirements; or
- D. For Customer's breach of the contract for service between the Company and Customer.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY COMPANY, Continued

2.10.3. 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 available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.10.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.11. INTERCONNECTION

2.11.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.11.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.12. CREDIT**

2.12.1. Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.12.2. Company may require any applicant or Customer to establish and maintain credit in one of the following ways:

- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing;
- B. Providing a suitable guarantee in writing, in a form prescribed by Company;
or
- C. Paying a cash advanced payment pursuant to Section 2.13.

Company may determine, in its sole discretion, whether or not a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

2.12.3. Credit will be established by an applicant who has been a Customer for a similar type of service within a period of twenty-four (24) consecutive billings preceding the date of application if, during the last twelve (12) consecutive billings for that prior service, service has not been discontinued for non-payment of a bill and there have not been more than two (2) occasions in which a bill was not paid within twelve (12) consecutive months. In addition, the average periodic bill for the previous service must equal at least fifty percent (50 %) of that estimated for the new service and the Customer's credit must be unimpaired.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CREDIT, Continued

- 2.12.4. An applicant for service who previously has been a Customer and whose service has been discontinued by the Company during the last twelve (12) billings of that prior service because of nonpayment of bills, will be required to establish credit in accordance with Section 2.12.2.
- 2.12.5. Company will extend credit to an applicant for new Service without a advanced payment if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:
- A. The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and
 - B. The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and
 - C. The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and
 - D. The applicant provides accurate credit information as appropriate.
- 2.12.6. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.
- 2.12.7. If an applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service unless the applicant furnishes an advanced payment pursuant to Section 2.13.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued**2.13 ADVANCE PAYMENTS**

- 2.13.1. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill.
- 2.13.2. Advanced payments will be refunded, along with accrued interest, when one (1) of the following is met:
- A. Service has been terminated or discontinued; or
 - B. The Customer has established acceptable credit as specified elsewhere in this Tariff; or
 - C. A Customer is not currently delinquent and has made timely payment of bills for a period of twelve (12) consecutive billings. Timely payment means that no more than two (2) bills during the previous twelve (12) months were paid beyond the due date. A refund shall not be made if Service has been suspended for non-payment within the previous twelve (12) months.
- 2.13.3. If a Customer has had service discontinued for nonpayment of his bill or has failed to make timely payment of his bills for a period of twelve (12) consecutive billings, then the Company will thereafter review the account every twelve (12) billings. The Company shall promptly and automatically refund the advanced payment plus accrued interest after the Customer has not had service discontinued for nonpayment of his bill or has made timely payment of his bills during the twelve (12) months prior to any review and is not then delinquent in payment of his bills.
- 2.13.4. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the advance payment, and the difference will be refunded, if applicable.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 2 - RULES AND REGULATIONS, Continued

2.14. TAXES

Taxes are not included in the tariffed rates. The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, municipal utilities, 911 services and handicapped services taxes.

2.15. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.16. UNCERTIFICATED RESALE PROHIBITED

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate interexchange telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

Issued: August 5, 2002
Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

Effective Date:

SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware answer supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. Unless otherwise stated in this Tariff, the minimum call duration for billing purposes is thirty (30) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. GRANITE TELECOMMUNICATIONS SERVICES**

Company provides switched and dedicated telecommunications services which allow a customer to establish a communications path between two stations by using uniform dialing plans. Calls are billed in six (6) second increments. A thirty (30) second initial billing minimum is applicable on each call, unless otherwise specified in this tariff.

Granite Telecommunications Switched Access Service is a switched access service, offering users both outbound 1 plus and inbound, toll free long distance telecommunications services. The service offers direct dial capabilities of other underlying carrier(s') network services.

Granite Telecommunications Dedicated Access Service is a dedicated access service, offering users both outbound 1 plus and inbound, toll free long distance telecommunications services over dedicated local access connections to the underlying carrier's point of presence. This service is designed for subscribers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities.

Granite Telecommunications Travel Card is a calling card service enabling Switched Access Service subscribers to place calls from any touch tone phone in the United States. Travel Card calls are billed at the Company's rate and appear on the subscriber's monthly long distance bill.

Directory Assistance is provided by Company's underlying carrier to subscribers of record. The Customer may access the underlying carrier's Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by Company, except as stated in this tariff.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. GRANITE TELECOMMUNICATIONS SERVICES, Continued**

Granite Prepaid Calling Card Service is a discretionary switched access service available to subscribers via a toll free number from any telephone in the United States. The user's account is credited for the amount of calling purchased and is debited as the subscriber places calls, until the account balance is depleted. Subscribers are informed of the amount of calling time remaining on the card at the time they access the Company's equipment and enter a card identification number and are reminded to replenish the account prior to its depletion at one (1) minute prior to the account's depletion. Subscribers may immediately replenish the account at any time by contacting the Company's customer service department and charging the desired amount to a valid credit card or by mailing a check to the Company. If the account is not replenished, access to the Company's underlying carrier network is blocked.

Operator Assisted Calling Services - Granite provides operator assisted calling as an ancillary service exclusively to its subscribers. Operator assisted calling services are provided to subscribers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to underlying carrier intrastate tariffs on file with the Commission. The Company does not offer alternative operator services to the transient public.

3.3. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations (30 days notice to the commission prior to implementation).

Issued: August 5, 2002
Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

Effective Date:

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.4. MINIMUM CALL COMPLETION RATE**

Customers can expect a call completion rate of not less than ninety nine percent (99%) during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

3.5. SPECIAL RATES FOR INDIVIDUALS WITH DISABILITIES**3.5.1. 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 tariff rates for every call in excess of fifty (50) within a billing cycle pursuant to Section 25-4.115(3)(a) F.A.C.

3.5.2. 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, pursuant to Section 25-4.079(4) F.A.C.

3.5.3. Telecommunications Relay Service

Pursuant to Section 25-4.160(1) F.A.C, Commission Rules, intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service 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 to 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.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 4 – RATES

4.1. SERVICE CHARGES

Service charges per account are based on the following schedule:

4.1.1. Granite Switched Access Outbound Service

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0595	\$0.0119	\$0.0595	\$0.0119	\$0.0595	\$0.0119

4.1.2. Granite Switched Access Inbound Service

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0620	\$0.0124	\$0.0620	\$0.0124	\$0.0620	\$0.0124

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 4 - RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.3. Granite Dedicated Access Outbound Service**

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0495	\$0.0099	\$0.0495	\$0.0099	\$0.0495	\$0.0099

4.1.4. Granite Dedicated Access Inbound Service

	DAYTIME		EVENING		NIGHT	
	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.	Initial 30 Sec.	Add'l 6 Sec.
Intrastate	\$0.0520	\$0.0104	\$0.0520	\$0.0104	\$0.0520	\$0.0104

Issued: August 5, 2002
Issued By:

Effective Date:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 4 - RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.5. Granite Travel Card Service**

Access charge per call	\$0.50
Rate per minute	\$0.20

4.1.6. Directory Assistance

Rate per access	\$0.85
-----------------	--------

4.1.7. Granite Prepaid Calling Card Service

Rate per minute	\$0.25
Surcharge per call	\$0.30

4.1.8. Pay Phone Surcharge

Per call	\$0.30
----------	--------

4.1.9. Returned Check Charge

Per check	\$20.00
-----------	---------

4.1.10. PIC Charge

IntraLATA PIC, Per Line, Per Request	\$5.00
InterLATA PIC, Per Line, Per Request	\$5.00

4.1.11. Operator Assisted Calling Services

Granite provides operator assisted calling as an ancillary service exclusively to its subscribers. Operator assisted calling services are provided to subscribers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to the underlying carrier's intrastate tariffs on file with the Commission.

Issued: August 5, 2002

Effective Date:

Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

SECTION 4 - RATES, Continued**4.2. TIME PERIODS**

The application periods for the service are:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
8:00 AM to 4:59 PM	Day	Day	Day	Day	Day	Eve	Eve
5:00 PM to 10:59 PM	Eve	Eve	Eve	Eve	Eve	Eve	Eve
11:00 PM to 7:59 AM	Night	Night	Night	Night	Night	Night	Night

Night Rate applies to selected holidays (New Year's Day, July 4, Labor Day, Thanksgiving and Christmas). On these holidays the Night Rate applies all day, unless a lower rate would normally apply.

4.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Arrangements will be developed and submitted to the Commission on a case-by-case basis in a manner consistent with Commission Rules.

Issued: August 5, 2002
Issued By:

Effective Date:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169

EXHIBIT D

MANAGEMENT EXPERIENCE
(Attached)

GRANITE TELECOMMUNICATIONS, LLC
SENIOR MANAGEMENT BIOGRAPHIES

Robert Hale Jr., President/Chief Executive Officer

Robert Hale, Jr. is the co-founder, president, and chief executive officer of Granite Telecommunications, LLC. Mr. Hale gained previous experience in telecommunications sales through his positions at MCI, US Telecenters (a reseller of NYNEX) and Network Plus, Inc. before he co-founded Granite Telecommunications. Rob has been recognized by industry publications for his leadership in new technologies and was named to the Top 30 of the Most Influential People in Telecom by Phone + Magazine in November 1999. Rob is also very actively involved with the Big Brother Foundation and Make-A-Wish Foundation of Greater Boston.

Robert Hale, Sr., Chairman of the Board

Robert Hale has over thirty-five years of experience in telecommunications, domestics, and importing industries. Prior to co-founding Granite Telecommunications, LLC, Mr. Hale co-founded Network Plus, Inc. and served as its Chairman of the Board of Directors from 1990 to 2002. He is a founding member of the Telecommunications Resellers Association, now known as the Association of Communications Enterprises, served as chairman of its Carrier Committee, since 1993, and served as chairman of its board from 1995 to 1997. Mr. Hale was president of Hampshire Imports, the original importer of Laura Ashley Women's Wear to the US and a manufacturer of exclusive women's apparel, from 1968 to 1992.

Rand Currier, Vice President, Operations

Rand Currier has over fifteen years experience in telecommunications. Mr. Currier previously worked at Network Plus, Inc. from 1998 to 2002, ending his tenure as Senior Vice President of Operations and Wholesale. Rand was with Sprint International/Global One from 1988 to 1998 directing project management teams on Asia/Pacific ventures and large USA projects. Mr. Currier holds an M.B.A degree in finance and international business from The American University and a B.S. degree from HLC, both with Honors.

Geoff Cookman, Director, Regulatory Affairs and Carrier Relations

Geoff Cookman has 10 years of experience in the competitive communications industry. Mr. Cookman most recently served as the Director of Cost of Access for Network Plus, Inc. Mr. Cookman's areas of experience include, Access Cost Management, Contract Negotiation and Carrier Relations, Network Planning and Engineering, Network Maintenance and Repair, State and Federal Regulatory Affairs, Pricing and Product Management, Sales and Customer Support, DMS Switch Engineering and Translations, Communications Taxes and Credit/Collections Management. Mr. Cookman holds a B.S. degree from Norwich University.

EXHIBIT E
FINANCIAL STATEMENTS
AND
STATEMENTS OF FINANCIAL VIABILITY
CONFIDENTIAL
(Attached)

EXHIBIT F

MOTION FOR PROTECTIVE ORDER

(Attached)

EXHIBIT G

AFFIDAVIT OF COMPANY OFFICER


(Attached)

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 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 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."

Robert T. Hale _____



Signature

President
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847.0931

July 17, 2002

EXHIBIT H

APPLICANT ACKNOWLEDGEMENT STATEMENT
(Attached)

APPLICANT ACKNOWLEDGMENT STATEMENT

1. REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment of \$50.00 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:

Robert T. Hale _____



Signature

President
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847.0931

July 17, 2002

EXHIBIT I

STATEMENT RE: CURRENT FLORIDA INTRASTATE SERVICE
(Attached)

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has not previously provided intrastate telecommunications services in Florida.

UTILITY OFFICIAL:

Robert T. Hale

Signature

A handwritten signature in black ink, appearing to be 'R. T. Hale', written over a horizontal line.

President
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847.0931

July 17, 2002

EXHIBIT J

STATE MENT RE: CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
(Attached)

CUSTOMER DEPOSITS AND ADVANCED PAYMENTS

Applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

UTILITY OFFICIAL:

Robert T. Hale



Signature

President
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847.0931

July 17, 2002