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ORIGINAL

November 16, 2006  
Overnight Delivery

Ms. Blanca Bayo, Director  
Division of the Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RECEIVED FPSC  
06 NOV 17 PM 2:27  
COMMISSION  
CLERK

RE: Registration of U.S. Metropolitan Telecom, LLC to Operate as an Interexchange  
Long Distance Reseller within the State of Florida *060756-T1*

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced registration and  
tariff of U.S. Metropolitan Telecom, LLC.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this  
letter in the self-addressed stamped envelope provided for that purpose.

Any questions you may have regarding this application may be addressed to me at the above  
address, by calling (407) 740-3031 or via email to sthomas@tminc.com. Thank you for your  
assistance.

Sincerely,

Sharon Thomas  
Consultant to U.S. Metropolitan Telecom, LLC

Enclosures

cc: S. Ward - Metrotel  
file: Metrotel - FL IXC  
tms: FLi0600

*Original Tariff forwarded  
to CUP*

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

10562 NOV 17 06

FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

ORIGINAL

Company Name U.S. Metropolitan Telecom, LLC
L06000105836
Florida Secretary of State Registration No.
Fictitious Name(s) as filed at Fla. Sec. of State

Company Mailing Name U.S. Metropolitan Telecom, LLC
Mailing Address 24017 Production Circle
Bonita Springs, FL 34135
Web Address N/A
E-mail Address
Physical Address 24017 Production Circle
Bonita Springs, FL 34135

Company Liaison Stephen Ward
Title
Phone (239) 949-9334
Fax (239) 992-1827
E-mail address sward@kenttech.com

Consumer Liaison to PSC Stephen Ward
Title
Address 24017 Production Circle
Bonita Springs, FL 34135
Phone (239) 949-9334
Fax (239) 992-1827
E-mail address sward@kenttech.com

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

Signature of Company Representative
Date 11/14/06

Stephen Ward
Printed/Typed Name of Representative

DOCUMENT NUMBER-DATE
10562 NOV 17 06
FPSC-COMMISSION CLERK

TITLE PAGE  
FLORIDA TELECOMMUNICATIONS TARIFF  
OF  
**U.S. Metropolitan Telecom, LLC**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by U.S. Metropolitan Telecom, LLC with principal offices located at 24017 Production Circle, Bonita Springs, Florida 34135. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: November 17, 2006

Effective: November 18, 2006

Issued by:

Dr. Tom Esch, President  
24017 Production Circle  
Bonita Springs, Florida 34135

**CHECK SHEET**

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

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*	33	Original	*
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15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

\* - indicates those pages included with this filing.

Issued: November 17, 2006

Effective: November 18, 2006

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Issued: November 17, 2006

Effective: November 18, 2006

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Issued: November 17, 2006

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### SYMBOLS

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

- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved from another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation but no Change in Rate or Charge

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above-mentioned symbols.

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Issued: November 17, 2006

Effective: November 18, 2006

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**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.



**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

<b>C.O.</b>	-	Central Office
<b>FCC</b>	-	Federal Communications Commission
<b>FPSC</b>	-	Florida Public Service Commission
<b>IXC</b>	-	Interexchange Carrier
<b>LATA</b>	-	Local Access and Transport Area
<b>LEC</b>	-	Local Exchange Carrier
<b>MTS</b>	-	Message Telecommunications Service
<b>PBX</b>	-	Private Branch Exchange

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Issued: November 17, 2006

Effective: November 18, 2006

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definitions**

**Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Carrier or Company** - U.S. Metropolitan Telecom, LLC unless otherwise indicated by the context.

**Customer** - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Day Rate Period** - After 8:00 am to, but not including, 5:00 pm Monday through Friday.

**Dedicated Access** - Where access between the Customer and the interexchange carrier is provided on dedicated (or special access) non-switched facilities. The cost of these dedicated circuits is billed by the access provider to the Customer.

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Issued: November 17, 2006

Effective: November 18, 2006

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definitions, (Cont'd)**

**Switched Access** - Where access between the Customer and the Carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the Carrier.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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Issued: November 17, 2006

Effective: November 18, 2006

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## SECTION 2.0 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company is a resale common carrier providing intrastate direct dialed and travel card services to Customers within the State of Florida. The Company's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

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.

### 2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by the Company within the state of Florida.

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Issued: November 17, 2006

Issued by:

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Effective: November 18, 2006

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Payment and Credit Regulations**

**2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of using the Company's service or any delegation of authority resulting in the use of the Company's service, including calls that the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent circumstances reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

If the computed charge includes a fraction of a cent, the fraction is rounded up to the next whole cent on a per call basis.

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Issued: November 17, 2006

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Effective: November 18, 2006

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Payment and Credit Regulations, (Cont'd)**

**2.3.2 Deposits**

The Company does not require a deposit from the Customer if the customer's credit rating and history is acceptable within our credit guidelines. If customer does not meet such requirement than a deposit amount will be determined and formally requested.

**2.3.3 Advance Payments**

For Customers whom the Company determines 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 a new advance payment may be collected for the next month.

**2.3.4 Taxes**

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Refunds or Credits for Service Outages or Deficiencies**

**2.4.1 Interruption of Service**

Credit allowances for interruptions of service are limited to the initial period minimum call charges for re-establishing the interrupted call.

**2.4.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)**

**2.4.3 Liability**

- (A) The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
  
- (B) The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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Issued: November 17, 2006

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)**

**2.4.3 Liability (Cont'd.)**

- (C) The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)**

**2.4.3 Liability (Cont'd.)**

- (D) The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

**2.5 Minimum Service Period**

The minimum service period is one month (30 days).

**2.6 Cancellation by Customer**

Unless otherwise specified elsewhere in this tariff or by mutually accepted contract between the Customer and the Company, the Customer may cancel service on not less than 30 days prior written notice to the Company.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Refusal or Discontinuance by Company**

**2.7.1** The Company may suspend service, without notice to the Customer, by blocking traffic to certain cities or international destinations, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

**2.7.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 48 hours notice to comply with any rule or remedy any deficiency:

- (A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (B) For use of telephone service for any purpose other than that described in the application.
- (C) For neglect or refusal to provide reasonable access to The Company or its agents for the purpose of inspection and maintenance of equipment owned by The Company or its agents.
- (D) For noncompliance with or violation of Commission regulation or The Company's rules and regulations on file with the Commission, provided two (2) working days' written notice is given before termination.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Refusal or Discontinuance by Company, (Cont'd.)**

**2.17 (Cont'd.)**

- (E) For nonpayment of bills, provided that suspension or termination of service shall not be made without two (2) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service via fax or email.
- (F) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect The Company's equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by The Company or its agents.
- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, The Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (I) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- (J) For periods of inactivity over sixty (60) days.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Limitations of Service**

- 2.8.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.8.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.8.3** 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.
- 2.8.4** The Company reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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Issued: November 17, 2006

Effective: November 18, 2006

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling The Company's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**2.10 Terminal Equipment**

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Applicable Law**

This tariff shall be subject to and construed in accordance with Florida law.

**2.12 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.13 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Restoration of Service**

Restoration of service shall be accomplished in accordance with Florida PSC rules and regulations.

**2.15 Other Rules**

**2.15.1** The Company reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

**2.15.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the FPSC.

**2.15.3** The Company makes every effort to reserve 800 vanity numbers or requested DID's requested by Customers, but makes no guarantee or warranty that the requested number(s) will be available.

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**SECTION 3.0 - DESCRIPTION OF SERVICE**

**3.1 Quality and Grade of Service Offered**

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 95% during peak use periods for Feature Group D 1+ dialing. 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.

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Issued: November 17, 2006

Effective: November 18, 2006

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

**Step 1** -Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

**Step 2** -Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

**Step 3** -Square the differences obtained in Step 2.

**Step 4** -Add the squares of the "V" difference and "H" difference obtained in Step 3.

**Step 5** -Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

**Step 6** -Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

**Formula:**

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_1)^2}{10}}$$

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.2 Calculation of Distance, (Cont'd.)**

EXAMPLE: Distance between Miami and New York City -

	V	H
Miami:	8,351	529
New York:	<u>4,997</u>	<u>1,406</u>
Difference:	3,354	-877

Square and add:  $11,249,316 + 769,129 = 12,018,445$

Divide by 10:  $12,018,445 / 10 = 1,201,844.5$

Round up: 1,201,845

Take square root:  $\sqrt{1,201,845} = 1,096.3$

Round up: 1,097 miles

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.3 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

**3.3.1** 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.

**3.3.2** Chargeable time for all calls ends when one of the parties disconnects from the call.

**3.3.3** Minimum call duration and call timing increments for billing purposes is specified on a per-product basis in Section 3.5 of this tariff.

**3.3.4** There is no billing applied for incomplete calls.

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.4 Rate Periods**

**3.4.1 Time of Day Periods**

For purposes of determining the applicable rate, the following rate period definitions are used:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM	NON-DAY RATE PERIOD						
11:00 PM* TO 8:00 AM							

\* to, but not including

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Service Offerings**

The Company provides telecommunication services for communications originating and terminating within the State of Florida under terms of this tariff. The Company does not furnish Operator Services. Operator Services will be provided and billed by the underlying carrier.

**3.5.1 1+ and 011+ Outbound Calling Service**

The Company offers a "1+" and "011" outbound calling service. Customers dial "1 + area code + destination telephone number" for domestic calls or "011+country code+city code+destination" for international calls. This service is available to presubscribed customers. Domestic Calls are billed in 6 second billing increments with a minimum call duration of 30 seconds unless specified. International calls are billed in 6 second increments with a minimum call duration of one minute.

**3.5.2 Directory Assistance**

Directory Assistance is available to Customers of The Company. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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Issued: November 17, 2006

Effective: November 18, 2006

Issued by:

Dr. Tom Esch, President  
24017 Production Circle  
Bonita Springs, Florida 34135

**SECTION 4.0 - RATES**

**4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges may vary by product type, time of day, day of week and call duration.

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**SECTION 4.0 - RATES, (CONT'D.)****4.2 Exemptions and Special Rates****4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

**4.2.2 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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Issued: November 17, 2006

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.2 Exemptions and Special Rates, (Cont'd.)**

**4.2.3 Directory Assistance for Handicapped Persons**

Pursuant to FPSC rules and regulations, the Company will not charge for the first 25 phone calls made to directory assistance by handicapped customers.

**4.2.4 Telecommunications Relay Service Discount**

Intrastate toll calls received from the relay service shall be discounted by 50 percent of the 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 will be discounted 60 percent off the applicable rate for voice non-relay calls. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges.

**SECTION 4.0 - RATES, (CONT'D.)**

**4.3 Late Payment Charge**

A late payment fees of 1.5% per month of the past due unpaid balance will be charged on any past due balance.

**4.4 Returned Check Charge**

A returned check charge of \$40.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.5 1+ Outbound Calling Service**

Calls are billed in 6 second minute increments after the initial minimum period of 30 seconds.

Rate per minute	\$0.059
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**4.6 Directory Assistance**

Directory Assistance, Per Call:	\$0.75
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