September 2, 1998

DEPOSIT

D002#

 Taliahassee Telephone Exchange, Inc

 DATE
 P.O. Box 11042

 Taliahassee, Fl. 32302
 Taliahassee, Fl. 32302

 SEP
 0 2 1998
 Tel. 850-877-2128

 Fax 850-878-2109
 Fax 850-878-2109

Florida Public Service Commission Communications Division 2540 Shumard Oak Blvd. Taliahassee, Fl. 32399-8800

981094-TX

Gentlemen:

Enclosed are my original application for registration as an ALEC, six copies, and a check for \$250.

Please let me know if anything further is needed.

Sincepely Pric TTE, Inc.

Enclosures: Original Application 6 copies of Original Applicationi Application Fee \$250

10 ŝ , <u>;</u> 3 دب

9597 SEP-28

.

- 1. This is an application for $\sqrt{(check one)}$:
 - (v) Original authority (new company)
 - () Approval of transfer (to another certificated company) <u>Example</u>, a certificated company purchases an existing company and desires to retain the original certificate authority.
 - Approval of assignment of existing certificate

 (to a noncertificated company)
 <u>Example</u>, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.
 - Approval for transfer of control (to another certificated company) <u>Example</u>, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.
- 2. Name of applicant:

Tallahassee Telephone Exchange, Inc.

3. Name under which the applicant will do business (d/b/a):

Tallahassee Telephone Exchange, Inc.

4. If applicable, please provide proof of fictitious name (d/b/a) registration.

Fictitious name registration number: <u>N/A</u>

5. A. National mailing address including street name, number, post office box, city, state, zip code, and phone number.

P.O. Box 11042

۰.

Tallahassee, Fl. 32302

B. Florida mailing address including street name, number, post office box, city, state, zip code, and phone number.

~

P.O. Box 11042

Tallahassee, Fl. 32302

Structure of organization: $\sqrt{}$ Check appropriate box(s) 6 () Individual (X) Corporation () Foreign Corporation () Foreign Partnership () General Partnership) Limited Partnership (() Joint Venture) Other, Please explain (

7. If applicant is an individual, partnership, or joint venture, please give name, title and address of each legal entity.

N/A_____

FORM PSC/CNU 8 (11/96) Required by Chapter 364.337 F.S.

8 State whether any of the officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

one	 	 	 	
	 ·	 	 	

9. If incorporated, please provide proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: P98000075565

10. Please provide the name, title, address, telephone number, Internet address, and facsimile number for the person serving as ongoing liaison with the Commission, and if different, the liaison responsible for this application.

Eric R. Larsen, President P.O. Box 11042, Tallahassee, Fl. 32302 E-Mail Address: eric@tte.net Fax # (850) 878-2109

11. Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

None

12. Has the applicant been denied certification in any other state? If so, please list the state and reason for denial.

	s been imposed against the applicant in any other state? state and reason for penalty.
No	
Please indicate	how a customer can file a service complaint with your cor
	e how a customer can file a service complaint with your con er service telephone number is (850) 877-2128
Our custom	
Our custom E-Mail com	er service telephone number is (850) 877-2128

- 15. Please complete and file a price list in accordance with Commission Rule 25-24.825.(Rule attached)
- 16. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.
 - A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

- 1. the balance sheet
- 2. income statement
- 3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

- 1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
- 2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
- 3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should attest that the financial statements are true and correct.

- B. Managenal capability.
- C. Technical capability.

(If you will be providing local intra-exchange switched telecommunications service, then state how you will provide access to 911 emergency service. If the nature of the emergency 911 service access and funding mechanism is not equivalent to that provided by the local exchange companies in the areas to be served, described in detail the difference.)

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 atternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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

Official:

Signature

\$31/58 Date

Title: President

(850) 877-2128

Telephone Number

Tallahassee Telephone Exchange, Inc.

Address: P.O. Box 11042

Tallahassee, Fl. 32302

FORM PSC/CMU 8 (11/95) Required by Chapter 364.337 F.S.

FLORIDA PUBLIC SERVICE COMMISSION CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-0850

APPLICATION FORM

for

AUTHORITY TO PROVIDE (ALEC) ALTERNATIVE LOCAL EXCHANGE SERVICE WITHIN THE STATE OF FLORIDA

INSTRUCTIONS

- This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing alternative local exchange certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee.
- Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- Use a separate sheet for each answer which will not fit the allotted space.
- If you have questions about completing the form, contact:

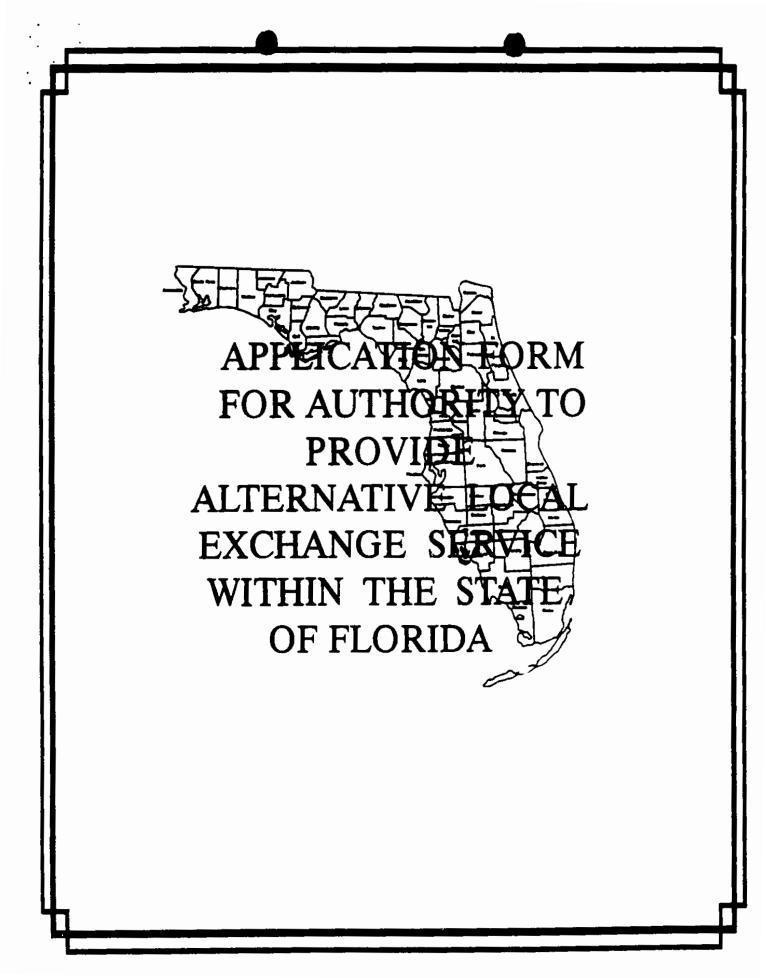
Florida Public Service Commission Division of Communications Certification & Compliance Section 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0886 (850) 413-6600

 Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250 made payable to the Florida Public Service Commission at the above address.

FORM PSC/CMU 8 (11/98) Required by Chapter 364.337 F.S.

** NOTE **

The application and associated rules contained in this application are subject to change.



Taliahassee Telephone Thange, Inc. Financial Statement & Operational Plan

Page	1

Balance Sheet:	
Agets:	
Cash	\$ 3,000.00
Liability:	- 0 -
·	\$ 3,000.00
Owner's Equity:	
Stock	\$ 500.00
Paid-in Capital	\$2,500.00
-	\$3,000,00

Owner's Expertise:

President: Eric R. Larsen is a certified public accountant (CPA) with State of Florida, and also the President of the Internet Services of Tallahassee, Inc. (IST). Mr. Larsen is solely responsible for the establishment and maintenance of the IST's operational system networks and technical aspects of the Internet services system operations including the operations, upgrades, and maintenance of the Internet server, web server, E-mail server, and other telephone/network line related communication equipment.

Vice-President: Young O. Larsen is also a CPA, CIA (certified internal auditor), and CISA(certified information systems auditor), and the Vice-President of the IST, Inc. Mrs. Larsen is responsible for financial, internal operations, and control related aspects of the IST's operations.

Additional Sources of Funding & Operational Resources:

Line of Credits over \$100,000.00 is available for the operations of TTE under personal and business credits by the President and Vice-President.

Operational resources at this time will be using the IST, Inc. business's operational resources including personal, office equipment, and place of business.

TTE's Planned Operation is restricted to resale only, and will not have a switch, lines, or Network equipment. TTE's main business operation will be limited to resale of the Sprint's lines and services, taking advantage of the wholesale and discounted rates on the services and facilities offered by the Sprint.

Issued: September 1, 1998

By: Eric R. Larsen President PO Box 11042 Tallahassee, FL 32302

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the resale local telecommunications services offered by **Tallahassee**

Telephone Exchange, Inc. within the State or Horida. The Company has principal offices at 2320 - J Apalachee Pkwy, Tallahassee, FL 32301 telephone number (850) 877-2128. This price list is on file with the Florida Public Service Commission. Copies may be inspected during business hours at the Company's principal place of business.

By: Eric R. Larsen President PO Box 11042 Tallahassee, FL 32302 Effective: October 1, 1998

CHECK SHEET

Sheets 1 through 15 inclusive of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets are named below and comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION	SHEET	REVISION
1	Original	9	Original
2	Original	10	Original
3	Original	11	Original
4	Original	12	Original
5	Original	13	Original
6	Original	14	Original
7	Original	15	Original
8	Original		_

TABLE OF CONTENTS

TITLE PAGE			•••		ł
CHECK SHEET			• • • • • • • • •		2
TABLE OF CONTENTS					3
EXPLANATION OF SYM	BOLS	••••••••••••	,		4
PRICE LIST FORMAT					5
SECTION 1 - TECHNICA	L TERMS AND ABB	EVIATIONS	· · · · · · · · · · · · · · · · · · ·	.,	6
SECTION 2 - RULES AND	D REGULATIONS			•••••	7
SECTION 3 - DESCRIPTI	ION OF SERVICE				14
SECTION 4 - RATES AN	D CHARGES				۱5

Issued: September 1, 1998

Effective October 1, 1998

EXPLANATION OF SYMBOLS

- D Delete or discontinue
- I Change resulting in an increase to a customer's bill
- M Moved from another price list location
- N New
- R Change resulting in a reduction to a customer's bill
- T Change in text or regulation, but no change in rate or charge

Tallahassee Tclephone Exchange, Inc.

PRICE LIST FORMAT

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each 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 their price list approval process, the most current sheet number on file with the Commission is not always the price list sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. <u>Paragraph Numbering Sequence</u> There are nine (9) levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2. 2.1. . 2.1.A 2.1.A.(1). 2.1.A.(1).a. 2.1.A.(1).a.I. 2.1.A.(1).a.I.(A). 2.1.A.(1).a.I.(A).i 2.1.A.(1).a.I.(A).i.(a).
- D. <u>Check Sheets</u> When a price list filing is made with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists the sheet contained in the price list, with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbol, 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 price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

By: Eric R. Larsen President PO Box 11042 Tallabassee, F1 - 32302 Effective. October 1, 1998

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Billed Party – The person or entity responsible for payment of the Company's service. The Billed Party is the Customer in whose name service is registered with the Company.

Called Station - The terminating point of a call.

Calling Station - The originating point of a call.

- Carrier The facilities-based telecommunications provider whose services are being resold to the Customer by the Company.
- Commission The Florida Public Service Commission.
- Company Tallabassee Telephone Exchange, Inc. (TTE)
- Customer The people who order or use service and is responsible for payment of charges and compliance with price list regulations.
- Telecommunications The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, or any other form of intelligence.
- User A Customer, or any person or entity which makes use of services provided to a Customer under this price list.

SECTION 2 - RULES AND REGULATIONS

2.1 APPLICATION OF PRICE LIST

- 2.1.A This price list contains the rates applicable to local exchange resale telecommunications services offered by Tallahassee Telephone Exchange, Inc. within the State of Florida. Service is furnished subject to transmission, atmospheric and like conditions.
- 2.1.B The telecommunications services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services. However, services under this price list are conditioned upon the continued availability of the various services provided to the Company by its underlying carriers.
- 2.1.C The rates and regulations contained in this price list apply only to services provided through Company's contracted Carrier, and do not apply, unless otherwise specified, to the lines, facilities, or services provided by any other local exchange telephone company or other common carrier for use in accessing the services of the Company.

2.2 UNDERTAKING OF TALLAHASSEE TELEPHONE EXCHANGE, INC.

- 2.2.A. The Company undertakes to provide telecommunications services to Customers for their lawful and direct transmission and reception of voice, data, and other types of communications in accordance with the terms and conditions set forth in this price list.
- 2.2.B. All service is subject to the availability of necessary and suitable facilities and to the provisions of this price list. The company or its designee 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement, and shall pay for such service arrangement in advance.
- 2.2.C. 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.D The Company shall not be responsible for any construction, installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this price list, the responsibility of the Company shall be

Issued: September 1, 1998

By: Eric R. Larsen President PO Box 11042 Tallahassee, FL 32302 Effective October 1, 1998

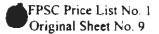
limited to furnishing of services under this price list and to the maintenance and operation of such services in the proper manner.

- 2.2.E. The Company assumes no liability with respect to the construction, operation, or maintenance of Customer-provided station equipment at the Customer's premises, excepting such liability directly due to negligence of Company's employees or agents.
- 2.2.F. The Carrier may, upon notification of the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements of this price list are being complied with in the installation, operation, and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Carrier-owned facilities. The Carrier may temporarily suspend services, without liability to Company or Carrier, while making such tests and inspections, and thereafter until any violations of such requirements are corrected.
- 2.2.G. The company may take such action as necessary to protect its operations, personnel, and services, and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within ten (10) days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its operations, personnel, and services from harm.

2.3 LIMITATIONS

- 2.3.A. The Company does not undertake to transmit messages, but mediates the use of its Carriers' facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.B. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.3.C. Company reserves the right to disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this price list or the laws, rules, regulations, or policies of the jurisdiction of the Calling Station or the Called Station, or the laws of the United States including the rules, regulations, and policies of the Federal Communications Commission.

By: Eric R. Larsen President PO Box 11042 Tallahassee, FL 32302 Effective: October 1, 1998



2.4 USE

- 2.4.A. The Customer consistent with the provisions of this price list may use services for the lawful transmission of communications.
- 2.4.B. Service may not be used for any unlawful purpose. The use of the Company's services to make calls which might be reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.4.C. The use of the Company's services without payment for service, as well as any attempt to avoid payment for service by fraudulent means, devices, or schemes, false or invalid numbers, or false calling or credit cards, or other fraudulent means, is prohibited.
- 2.4.D. Provided that they have obtained any and all required regulatory approvals, Customers of service provided under this price list may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this price list upon written consent of Company. The Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge, and is responsible for notifying the Company immediately of any unauthorized use of services.

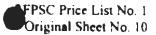
2.5. LIABILITIES OF THE COMPANY

- 2.5.A. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action, or request of the United States Government or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of said governments or of any civil or military authority; national emergencies; insurrections; riots; wars; or labor difficulties.
- 2.5.B. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's services. The Company shall not be liable for any damages or losses due to the failure of Customer-provided equipment, facilities, or services. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. 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: September 1, 1998

By: Eric R. Larsen President PO Box 11042 Tallahassee, FL 32302 Effective: October 1, 1998

Tallahassee Telephone Exchange, Inc.



- 2.5.C. Company shall not be liable for and Customer shall indemnify and hold Company harmless from any and all losses, claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or 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, wiring, or services provided by Company or Carrier where such installation, operation, failure to operate, maintenance, condition, location, or use is not the direct result of Company's negligence.
- 2.5.D. The liability of the Company for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credit, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be set off against charges billed during the next month.
- 2.5.E. In addition to and not in limitation of all other provisions in this paragraph 2.5 with respect to Customer indemnification of the Company, Company shall be indemnified and held harmless by the Customer against:
 - (1). 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 via Company's services.
 - (2). Claims for patent infringement arising from combining or connecting Carrier's facilities with apparatus and systems of the Customer, and
 - (3). All other claims arising out of any act or omission of the Customer in connection with any service provided by company.
- 2.5.F. The Company shall not be liable for adjustment, refund, or cancellation of charges unless the Customer has notified the Company in writing, of any dispute concerning charges, within 30 days after the invoice is rendered or a debit is effected by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission. 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. If notice of a dispute concerning the charges is not received,

reasonable ba	sis upon which to evaluate	provide the Company with a ate the Customer's claim or ing the charges is not received,
Issued: September 1, 1998	By: Eric R. Larsen President PO Box 11042 Tallahassee, FL	Effective: October 1, 1998

in writing, within a reasonable period of time after an invoice is rendered or a debit is effected, such invoice shall be deemed to be correct, accepted, and binding upon the Customer

2.6. OBLIGATIONS OF THE CUSTOMER

- 2.6.A. The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- 2.6.B. The Customer shall be responsible for providing Carrier personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Carrier.
- 2.6.C. The Customer will be liable for damages to the facilities of the Carrier caused by negligence or willful acts of any officers, employees, agents, or contractors of the Customer.
- 2.6.D. The Customer is responsible for pre-payment of all charges for services to be rendered by the Company. Customer may authorize others to use the services provided by the Company, but Customer remains responsible to the Company for payment of all charges for services used by others pursuant to this paragraph, with or without the Customer's knowledge. Customer is responsible for notifying the Company immediately of any unauthorized use or service.

2.7. INTERRUPTION OF SERVICE

For the interruption of service which lasts more than two hours in continuous duration, and which is not due to Company's testing or adjusting, to the negligent or willful acts of the Customer, or to the failure of channels and/or equipment provided by the Customer, the Customer is eligible for a service credit. It shall be the obligation of the Customer to notify Company of any interruptions of service for which a credit allowance is desired. Before notifying Company of any service interruption, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer not within the Customer's control, and/or is not in the wiring or equipment, if any, furnished by the Customer and connected to the facilities of the Company. For purposes of calculating the service credit under this provision, every month shall be considered to have seven hundred twenty (720) hours, and the applicable credit shall be calculated according to the following formula:

Credit = $A/720 \times B$

A = outage time in hours B = total monthly charge for affected facility

Issued: September 1, 1998

By: Eric R. Larsen President PO Box 11042 Tallahassee, FL 32302 Effective October 1, 1998

2.8. 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 specify the priority system for such activities.

2.9. PAYMENTS AND BULLING

2.9.A. Service is provided on a monthly basis and billed in advance. The minimum service period is one month, except for Customer's second invoice, which shall be pro-rated for the portion of the month in which service was initiated that Customer received services, calculated according to the following formula:

Second Invoice Amount = A X B/C

A = number of days of service received by customer

B = flat monthly charge for services

C = number of days in calendar month in which service was initiated

- 2.9.B. The Customer is responsible for the payment of all charges for services furnished by the Company. Usage charges are based on a calendar month and are billed in advance on the 15th of the previous calendar month.
- 2.9.C. Bills are due and payable upon the first of the month after issuance.
- 2.9.D. Bills are payable only by cashier's check, money order, or electronic funds transfer.
- 2.9.E. Company may appoint an agent to provide billing and collection service
- 2.9.F. Customer questions, complaints, and disputes regarding billing or service provided by the Company may be referred to TTE's customer service department in writing at 2320-J Apalachee Pkw., PO Box 11042, Tallahassee, FL, 32302, by facsimile at 1-850-878-2109, or by telephone at 1-850-877-2128.

2.10 CANCELLATION BY CUSTOMER

2.10.A. The minimum service period after initiation of service is one calendar month. Customers may cancel by providing written or verbal notice during the last calendar month of service. The Customer shall remain liable for any charges incurred prior to the time that such cancellation becomes effective.

Issued. September 1, 1998

By: Eric R. Larsen President PO Box 11042 Tallahassee, FL 32302 Effective: October 1, 1998

2.11. CANCELLATION BY COMPANY

- 2.11.A. Service may be discontinued or temporarily suspended by the Company, without notice to the customer, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk. Charges for reconnection of blocked or suspended service are included in Section 4.
- 2.11.B. Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:
 - (1). Upon seven (7) days' written notice, for nonpayment of any sum due the company on the first of the calendar month;
 - (2). For violation of any of the provisions of this price list or any applicable service contract;
 - (3). For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's services; or
 - (4). By reason of any order or decision of a court, public service commission, or federal regulatory body or other governing authority prohibiting the Company from furnishing its services;

2.12. INTERCONNECTION

- 2.12.A. 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 or Carrier. Any special interface of equipment or facilities necessary to achieve computability between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.12.B. Interconnection between the facilities or services of other carrier's shall be under the applicable terms and conditions of the other carrier's 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: September 1, 1998

By: Eric R. Larsen President PO Box 11042 Tallahassee, FL 32302 Effective October 1, 1998

SECTION 3 – DESCRIPTION OF SERVICE

3.1 SERVICES OFFERED

- 3.1.A. **TTE offers local exchange inbound and outbound service to** residential customers at a basic monthly rate.
- 3.1.B. TTE offers local service access only.
- 3.1.C. TTE offers call forwarding, call waiting, caller ID, and other custom features available at a flat rate as available through Carrier.

3.2. MINIMUM CALL COMPLETION RATE

A Customer can expect a call completion rate (number of calls completed per number of calls attempted) of at least 99% during peak use periods.

3.3. ACCESS TO SERVICES

Access to operator services, 911 services, and relay services for the hearing impaired will not be blocked.

SECTION 4 - RATES AND CHARGES

4.1. BASIC MONTHLY SERVICE

Basic monthly exchange service shall be charged by calendar month at a rate of \$49.99.

4.2. CUSTOM CALLING OPTIONS

- 4.2.A. Caller ID shall be available for a \$10 initiation fee and a flat rate of \$12 per month. Call waiting will be available at a flat rate of \$8 per month.
- 4.2.B. Other custom calling options such as call forwarding and three-way call, shall be available for \$5 per month, per service (as available from Carrier). A service package including all custom calling options except Caller ID shall be available for \$20 per month.

4.3. INITIATION FEE

TTE shall charge a flat fee of \$50 for initiation of services.

4.4. **PROMOTIONS**

The Company may, from time to time, engage in special promotional offerings or trial service offerings limited to certain dates, times, and/or locations in order to attract new Customers or increase usage by existing Customers. In such cases, the Company will notify the Commission in writing prior to initiating the promotion.

4.5. DEPOSITS

TTE does not require deposits from Customers.

4.6. TAXES

All state and local taxes (i.e. gross receipt tax, sales tax, an 'municipal utility tax) are not included in quoted rates and will be listed as separate line items.

4.7. RECONNECTION OF BLOCKED, SUSPENDED, OR TERMINATED SERVICE

In the event that service to a Customer is blocked, suspended, or terminated pursuant to the provisions of this price list, there will be a charge of \$25 to restore service.

Issued: September 1, 1998

By: Eric R. Larsen President PO Box 11042 Tallahossee, FL 32302 Effective: October 1, 1998





September 2, 1998

DEPOSIT

D002 M

Tallahassee Telephone Exchange, inc. DATE P.O. Box 11042 Tallahassee, Fl. 32302 SEP () 2 1998 Tel. 850-877-2128 Fax 850-878-2109

981094 · TX

بن ŝ

. - -

Florida Public Service Commission Communications Division 2540 Shumard Oak Blvd. Tallahassee, Fl. 32399-6600

Gentlemen:

Enclosed are my original application for registration as an ALEC, six copies, and a check for \$250.

Please let me know if anything further is needed.

Sincerely, Pric R Larson TTE, Inc

Enclosures: **Original Application** 6 copies of Original Applicationi Application Fee \$250

0597
63-6256/2631
2/9K
1\$ 250 00
FOR BACKING STREAM &
TOTALANS III Desition with
19897 SEP-2
hillen .