



March 31, 2000  
Overnight Delivery

210 N. Park Ave.  
Winter Park, FL  
32789

P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0870

000397-TI

RE: Initial Application and Tariff of **Essex Communications, Inc.** for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application and initial tariff of Essex Communications, Inc.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250.00 to cover the filing fee.

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. I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas M. Forte". The signature is fluid and cursive.

Thomas M. Forte  
Consultant to Essex Communications, Inc.

Enclosures

TMF/ks

cc: Wesly Minella, Essex  
file: Essex - FL IXC  
tms: FLi0000

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

Initials of person who forwarded check:  
Handwritten initials in black ink, possibly "T.M.F." or similar, enclosed in a small circle.

DOCUMENT NUMBER-DATE

04110 APR-38

FPSC-RECORDS/REPORTING

**FLORIDA PUBLIC SERVICE COMMISSION**

**DIVISION OF COMMUNICATIONS  
BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM  
for**

**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS  
SERVICE WITHIN THE STATE OF FLORIDA**

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**Instructions**

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

**Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
2540 Shumard Oak Boulevard  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6600**

- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6251**

1. Select what type of business your company will be conducting (check all that apply):
- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
  - Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
  - Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
  - Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
  - Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
  - Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.
2. **This is an application for:**
- Original Authority** (new company)
  - Approval of transfer** (to another certificated company)
  - Approval of assignment of existing certificate** (to a noncertificated company)
  - Approval for transfer of control** (To another certificated company.)
3. **Name of corporation, partnership, cooperative, joint venture or sole proprietorship:**
- Essex Communications, Inc., d/b/a eLEC Communications, also d/b/a Telecarrier Services.

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

Not Applicable

**5. National address (including street name & number, post office box, city, state and zip code).**

Essex Communications, Inc.  
48 South Service Road, 3<sup>rd</sup> Floor  
Melville, New York 11747  
Telephone: (516) 293-2700  
Facsimile: (516) 777-7679

**6. Florida address (including street name & number, post office box, city, state and zip code).**

See #5 Above

**7. Structure of organization:**

- |                                              |                                                 |
|----------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other               |                                                 |

**8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.**

Not applicable.

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
  - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.

9. **If incorporated, please give:**

- (a) **Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.**

**Corporate charter number:** eLEC Communications G00074900007  
Telecarrier Services G00074900006

- (b) **Name and address of the company's Florida registered agent.**

C T Corporation System  
1200 South Pine Island Road  
Plantation, FL 33324

- (c) **Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.**

**Fictitious name registration number:** eLEC Communications G00074900007  
Telecarrier Services G00074900006

- (d) **Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:**

- (1) **adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.**

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

- (2) **officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.**

No officer, director, partner or stockholder of the Company is an officer, director or stockholder in any other Florida certificated telephone company.

10. **Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):**

**(a) The application:**

Thomas M. Forte, Consultant  
Consultant to Essex Communications, Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, Florida 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

**(b) Official Point of Contact for the ongoing operations of the company:**

Wesly Minella, Telecom Manager  
Essex Communications, Inc.  
48 South Service Road, 3<sup>rd</sup> Floor  
Melville, New York 11747  
Telephone: (516) 293-2700  
Facsimile: (516) 777-7679

**(c) Tariff:**

Thomas M. Forte, Consultant  
Consultant to Essex Communications, Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, Florida 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

**(d) Complaints/Inquiries from customers:**

Wesly Minella, Telecom Manager  
Essex Communications, Inc.  
48 South Service Road, 3<sup>rd</sup> Floor  
Melville, New York 11747  
Telephone: (516) 293-2700  
Facsimile: (516) 777-7679

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

**(a) Has operated as an interexchange carrier.**

None

**(b) Has applications pending to be certificated as an interexchange carrier.**

Essex is in the process of filing for certification in an an interexchange carrier in Florida, Connecticut, Kentucky, Massachusetts, New Jersey, New York and Pennsylvania.

**(c) Is certificated to operate as an interexchange carrier.**

None.

**(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.**

None

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

None

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

None

**12. What services will the applicant offer to other certified telephone companies:**

- |                                     |                        |                                |           |
|-------------------------------------|------------------------|--------------------------------|-----------|
| <input type="checkbox"/>            | Facilities             | <input type="checkbox"/>       | Operators |
| <input type="checkbox"/>            | Billing and Collection | <input type="checkbox"/>       | Sales     |
| <input type="checkbox"/>            | Maintenance            |                                |           |
| <input checked="" type="checkbox"/> | Other:                 | None anticipated at this time. |           |

**13. Do you have a marketing program?**

No

**14. Will your marketing program:**

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

**15. Explain any of the offers checked in question 14 (to whom, what amount, type of franchise, etc.).**

Not applicable

**16. Who will receive the bills for your service (check all that apply)?**

- |                                                                                  |                                                        |
|----------------------------------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> Residential customers                        | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers                                          | <input type="checkbox"/> PATS station end-users        |
| <input type="checkbox"/> Hotels & motels                                         | <input type="checkbox"/> Hotel & motel guests          |
| <input type="checkbox"/> Universities                                            | <input type="checkbox"/> Univ. dormitory residents     |
| <input checked="" type="checkbox"/> Other: Anyone who uses the Company's service |                                                        |

**17. Please provide the following (if applicable):**

- (a) Will the name of your company appear on the bill for your services, and if not, who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?**

Yes, Essex Communications, Inc.'s name will appear on the bill.

- (b) The name and address of the firm who will bill for your service.**

The Company will utilize either LEC billing arrangements or in-house billing depending on the customer type.



18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications 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

See Attachment III.

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 affirm that the financial statements are true and correct.

**B. Managerial capability.**

See Attachment IV.

**C. Technical capability.**

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

19. **Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).**

See Attachment II.

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

- MTS with distance sensitive per minute rates**  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800
- MTS with route specific rates per minute**  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800
- MTS with statewide flat rates per minute (i.e. not distance sensitive)**  
 Method of access is FGA  
 Method of access is FGB  
 Method of access is FGD  
 Method of access is 800
- MTS for pay telephone service providers.**
- Block of time calling plan (Reach Out Florida, Ring America, etc.)**
- 800 Service (Toll free)**
- WATS type service (Bulk or volume discount)**  
 Method of access is via dedicated facilities  
 Method of access is via switched facilities
- Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.)**
- Travel service**  
 Method of access is 950  
 Method of access is 800
- 900 service**
- Operator Services**  
 Available to presubscribed customers  
 Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.)  
 Available to inmates
- Services included are:**  
 Station assistance  
 Person to person assistance  
 Directory assistance  
 Operator verify and interrupt  
 Conference calling

21. **What does the end user dial for each of the interexchange carrier services that were checked in services included (above).**

Customer will dial 1+ the area code, if applicable, plus the terminating telephone number. For travel and debit service calls: an 800 access number, plus identification number, plus the destination telephone number.

22. Other:

**\*\* 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 fee of \$50 is required.

**2. GROSS RECEIPTS TAX:**

I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.

**3. SALES TAX:**

I understand that a seven percent sales tax must be paid on intra and interstate revenues.

**4. APPLICATION FEE:**

A non-refundable application fee of \$250.00 must be submitted with the application.

**5. RECEIPT AND UNDERSTANDING OF RULES:**

I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.

**6. ACCURACY OF APPLICATION:**

By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

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

UTILITY OFFICIAL:



Wesly Minella, Telecom Manager  
Essex Communications, Inc.  
48 South Service Road, 3<sup>rd</sup> Floor  
Melville, New York 11747  
Telephone: (516) 293-2700  
Facsimile: (516) 777-7679

3-29-00  
Date

**APPENDICES:**

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

**ATTACHMENTS:**

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

**\*\* APPENDIX A \*\***

**CERTIFICATE OF TRANSFER STATEMENT**

I, (TYPE NAME) \_\_\_\_\_,  
(TITLE) \_\_\_\_\_, of (NAME OF COMPANY)  
\_\_\_\_\_, and current holder of  
certificate number \_\_\_\_\_, have reviewed this application and join  
in the petitioner's request for a transfer of the above-mention certificate.

**Not Applicable.**

**UTILITY OFFICIAL:**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Title

Telephone

**\*\* APPENDIX B \*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

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

UTILITY OFFICIAL:



\_\_\_\_\_  
Wesley Minella, Telecom Manager  
Essex Communications, Inc.  
48 South Service Road, 3<sup>rd</sup> Floor  
Melville, New York 11747  
Telephone: (516) 293-2700  
Facsimile: (516) 777-7679

3-29-00  
Date





5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4)(a) (copy enclosed).

Not applicable.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has ( ) or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

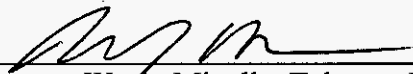
(a) **What services have been provided and when did these service begin?**

Not applicable.

(b) **If the services are not currently offered, when were they discontinued?**

Not applicable.

UTILITY OFFICIAL:



Wesley Minella, Telecom Manager  
Essex Communications, Inc.  
48 South Service Road, 3<sup>rd</sup> Floor  
Melville, New York 11747  
Telephone: (516) 293-2700  
Facsimile: (516) 777-7679

3-29-00

Date

**\*\* APPENDIX D \*\***

**FLORIDA TELEPHONE EXCHANGES  
AND  
EAS ROUTES**

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\***

Extended Service Area with These Exchanges:

PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:	New Smyrna Beach.

TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.	
ST. PETERSBURG:	Clearwater	
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.	
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.	
WINTER PARK:	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.	
TITUSVILLE:	Cocoa and Cocoa Beach.	
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.	
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.	
SARASOTA:	Bradenton, Myakka and Venice.	
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.	
NAPLES:	Marco Island and North Naples.	

WEST PALM BEACH:

Boynton Beach and Jupiter.

POMPANO BEACH:

Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.

FT. LAUDERDALE:

Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and Perrine.

Essex Communications, Inc. intends to offer service throughout the State of Florida.

**ATTACHMENT I**  
**AUTHORITY TO OPERATE IN FLORIDA**



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

March 15, 2000

ELEC COMMUNICATIONS  
1295 BANDANA BLVD N  
#300  
ST PAUL, MN 55108

Subject: **ELEC COMMUNICATIONS**

REGISTRATION NUMBER: **G00074900007**

This will acknowledge the filing of the above fictitious name registration which was registered on March 15, 2000. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

**IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES.** Whenever corresponding please provide assigned Registration Number.

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

/ac

Division of Corporations

Letter No. 700A00014257



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

March 15, 2000

TELECARRIER SERVICES  
1295 BANDANA BLVD N  
#300  
ST PAUL, MN 55108

Subject: **TELECARRIER SERVICES**

REGISTRATION NUMBER: **G00074900006**

This will acknowledge the filing of the above fictitious name registration which was registered on March 15, 2000. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

**IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES.** Whenever corresponding please provide assigned Registration Number.

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

/ac

Division of Corporations

Letter No. 900A00014256

**ATTACHMENT II**  
**PROPOSED TARIFF**



TITLE PAGE  
FLORIDA TELECOMMUNICATIONS TARIFF  
OF  
ESSEX COMMUNICATIONS, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Essex Communications, Inc. ("Essex") with principal offices located at 48 So. Service Road, 3<sup>rd</sup> Floor, Melville, New York 11747. 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: April 3, 2000

Effective:

Issued by:

Mr. Wesly Minella, Telecom Manager  
48 So. Service Road, 3<sup>rd</sup> Floor  
Melville, New York 11747

FLi0000

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
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8	Original *	33	Original *
9	Original *	34	Original *
10	Original *	35	Original *
11	Original *	36	Original *
12	Original *	37	Original *
13	Original *	38	Original *
14	Original *	29	Original *
15	Original *	40	Original *
16	Original *	41	Original *
17	Original *	42	Original *
18	Original *	43	Original *
19	Original *	44	Original *
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		

\* - indicates those pages included with this filing

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Issued: April 3, 2000

Effective:

Issued by:

Mr. Wesly Minella, Telecom Manager  
48 So. Service Road, 3<sup>rd</sup> Floor  
Melville, New York 11747

FLi0000

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Issued: April 3, 2000

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Issued by:

Mr. Wesly Minella, Telecom Manager  
48 So. Service Road, 3<sup>rd</sup> Floor  
Melville, New York 11747

FLi0000

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Issued: April 3, 2000

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Mr. Wesly Minella, Telecom Manager  
48 So. Service Road, 3<sup>rd</sup> Floor  
Melville, New York 11747

FLi0000

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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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### 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.

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## SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

### 1.1 Abbreviations

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

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

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

**1.2 Definitions**

**Access** - Access to Essex's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

**Billed Party** - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call or Phone Home Card call the person or entity responsible for payment is the Customer of record of the Traveler Card or Phone Home Card used.

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

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

**Central Office** - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

**Common Carrier** - A company or entity providing telecommunications services to the public.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

**Customer - Provided Facilities** - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

**Debit Card** - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

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

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

**Equal Access** - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Colombia), as amended by the Court in its orders issued prior to October 17, 1990.

**Equal Access Code** - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

**Exchange** - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

**Intrastate Message Telecommunications Service ("MTS")** - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Florida.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

**Measured Charge** - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

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

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

**Personal Identification Numbers (PINS)** - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access Service** - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of Florida, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

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 applies to telephone calls which originate and terminate in the State of Florida.

**2.3 Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

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

**2.4 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.

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

**2.4 Payment for Service, (Cont'd.)**

- (H)** Essex will not bill for unanswered calls in areas where Equal Access is available, nor will Essex knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, Essex will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I)** In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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

**2.5 Taxes**

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company. Such taxes or fees shall be recovered in the following manner:

**2.5.1** For Debit Service, taxes or fees shall be included in the schedule for this service, unless otherwise negotiated with the distributor.

**2.5.2** For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

**2.6 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

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

**2.7 Cancellation or Interruption of Services**

**2.7.1** Without incurring liability, Essex may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due Essex for more than thirty days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over Essex's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting Essex from furnishing its service.

**2.7.2** Without incurring liability, Essex may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber/Customer and Essex's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

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

**2.7 Cancellation or Interruption of Services, (Cont'd.)**

**2.7.3** Service may be discontinued by Essex by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when Essex deems it necessary to take action to prevent unlawful use of its service. Essex may restore service as soon as it can be provided without undue risk.

**2.7.4** The termination notice process provides adequate time intervals for the Customer to prevent termination or disconnect.

(A) The first notice is our "Disconnect Notice". It is sent to customers who have a past due balance of \$10.00 or more on the 10th day after bills are sent each month.

(B) On the 11th day after the disconnect notice is sent, accounts that still have a past due balance are temporarily deactivated and a notice is sent to tell the Customer what action has been taken. This notice is printed on letterhead.

(C) On the 11th day after deactivation of the accounts, those that still have a past due balance are sent "Final Demand Letter". These Customers are contacted by phone regularly and then placed with a collection agency on the 20th of the next month.

(D) Accounts are tracked daily for reactivation of service as balances are paid.

**2.7.5** If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

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

**2.8 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.8.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.8.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to Essex operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.8.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.8.4** Failure to pay a previously owed bill by the same Customer at another location.

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

**2.9 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.7, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.10 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

**2.11 Interconnection with Other Common Carriers**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

**2.12 Use of Service**

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

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

**2.13 Liability of the Company**

- 2.13.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.13.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.13.3** Essex 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; atmospheric conditions or other phenomena of nature, such as radiation; 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 Essex or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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

**2.13 Liability of the Company, (Cont'd.)**

- 2.13.4** Essex is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 3.13.2 above.
- 2.13.5** Essex shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.12.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.13.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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

**2.14 Responsibilities of the Subscriber**

- 2.14.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.14.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Essex on the Subscriber's behalf.
- 2.14.3** If required for the provision of Essex's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Essex.
- 2.14.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Essex when required for Essex personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Essex's Services.
- 2.14.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Essex's facilities or services, that the signals emitted into Essex's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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

**2.14 Responsibilities of the Subscriber, (Cont'd.)**

**2.14.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Essex's equipment, personnel, or the quality of Service to other Subscribers or Customers, Essex may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Essex may, upon written notification, terminate the Subscriber's service.

**2.14.7** The Subscriber must pay Essex for replacement or repair of damage to the equipment or facilities of Essex caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

**2.14.8** The Subscriber must pay for the loss through theft or fire of any of Essex's equipment installed at Subscriber's premises.

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

**2.15 Responsibilities of Authorized Users**

- 2.15.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.15.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.15.3** The Authorized User is responsible for providing Essex with a valid method of billing for each call. Essex reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Essex may refuse to place the call.

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

**2.16 Applicable Law**

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

**2.17 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.

**2.18 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.)**

**2.19 Toll Free Numbers**

The company will make every effort to reserve toll free vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested toll free number(s) will be available or assigned to the Customer requesting the number.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

**2.20 Other Rules**

**2.20.1** Essex reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

**2.20.2** 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.

**2.20.3** The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes 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 service can be provided without undue risk of fraud.

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48 So. Service Road, 3<sup>rd</sup> Floor  
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**SECTION 3 - DESCRIPTION OF SERVICES**

**3.1 General**

Essex offers direct dialed, inbound toll free service, travel card, debit card and directory assistance services for communications originating and terminating within the State of Florida under terms of this tariff. Operator Services will be furnished by Essex's underlying carrier.

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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 industry standard "V" and "H" coordinates.

- 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:**

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**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 this tariff.

**3.3.4** Usage charges are computed and rounded up to the nearest penny on a per call basis.

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

**3.4 Rate Periods**

The Company's services are not time of day or day of week sensitive. The same rates apply 24 hours per day, seven (7) days per week.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**

**3.5 Direct Dial 1+ Service**

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed switched or dedicated access lines. This service is available from equal access end offices only.

**3.5.1 Direct Dial Switched Silver Service**

Direct Dial Switched Silver Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All Customers are eligible to subscribe to this service.

**3.5.2 Direct Dial Switched Gold Service**

Direct Dial Switched Gold Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All Essex Communications local exchange Customers are eligible to subscribe to this service.

**3.5.3 Dedicated Direct Dial Service**

Dedicated Direct Dial Service allows Customers to make 1+ direct dialed calls. Customers access the service via dedicated or special access T-1 (1.544 Mbps) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All Customers are eligible to subscribe to this service.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**

**3.6 Inbound Toll Free (i.e. 800/888) Service**

Inbound Toll Free Service provides an inbound toll free calling service to Essex Communications Customers. The Essex Communications Customer is billed for each toll free call, rather than the call originator. Toll free calls may be originated from any location throughout the continental United States. Calls terminate to the Essex Communications toll free Customer via switched or dedicated access lines.

**3.6.1 Inbound Switched Silver Service**

Inbound Switched Silver Service provides an in-bound toll free calling service to Essex Communications Customers. Calls terminate to the Essex Communications Toll Free Customer via switched access lines. All Customers are eligible to subscribe to this service.

**3.6.2 Inbound Switched Gold Service**

Inbound Switched Silver Service provides an in-bound Toll Free calling service to Essex Communications Customers. Calls terminate to the Essex Communications Toll Free Customer via switched access lines. All Essex Communications local exchange Customers are eligible to subscribe to this service.

**3.6.3 Dedicated Toll Free Service**

Dedicated Toll Free Service calls terminate to the Essex Communications Toll Free Customer via dedicated T-1 (1.544) access lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All Essex Communications Customers are eligible to subscribe to this service.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**

**3.7 Travel Card**

Essex Communications's Travel Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a Toll-Free (i.e. 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**

**3.8 Debit Card Service**

The Company offers four (4) different types of debit cards. The 4 debit cards are the Basic Card, the Florida Card, the Mexico Card and the Asia Card. The difference in the cards are the rates as some cards provide better rates to a specific region of the world.

Debit Card Service permits Customers to purchase a debit card to which call charges are consumed on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has \$2.00 and \$5.00 of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call. The card value expires six (6) months after first use of the new card or of the replenished card, whichever is applicable.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**

**3.9 Debit Card Sponsor Program**

The Debit Card Sponsor Program is offered to individuals, organizations or commercial entities for distribution to their members, patrons, or customers. The marketing channel, marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's Sponsor Program debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the Sponsor, these cards may not be replenishable.

The service permits Customers to purchase a prepaid card to which call charges are consumed on a real-time basis. Customers access the service by dialing a Company-specified access code. All calls must be charged against a prepaid card that has a sufficient available balance. Customers will be provided with a "Usage Remaining" message each time they utilize the card. They will also receive a reminder message when the card has \$2.00 and \$5.00 of value remaining on the card. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.

**Option 1:** Non-renewable Sponsor Account bearing the Sponsor's Marks with an expiration date set for the latter of six months after issuance or six months after the card's last use. The Initial Account Balance of each Customer Account is set by the Sponsor in conjunction with the Company's technical capabilities.

**Option 2:** Renewable Sponsor Account bearing the Sponsor's Marks with expiration at the latter of six months after issuance or six months after the card's last use. The Initial Account Balance and the minimum Renewal amount are set by the Sponsor in conjunction with the Company's technical capabilities.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**

**3.10 Casual Calling Service**

Casual Calling Service allows end users to obtain Essex Communications service and become Customers of Essex Communications without the necessity of presubscription of their local lines. Customers utilizing Casual Calling Service shall access Essex Communications by dialing an access code in the form of 10XXX or 101XXXX, where "X" is a 3 or 4 digit Carrier Identification Code (CIC) assigned to Carrier and provided to Customer. When dialing, the access code shall be followed by the normal sequence of 1+Area Code+Number. Calls placed using Casual Calling Service are billed to Customer through the serving Local Exchange Carrier.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**

**3.11 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)**

**3.12 Directory Assistance**

Directory Assistance is available to Customers of Essex Communications. A Directory Assistance charge applies per intrastate Directory Assistance call made from points within the Commonwealth of Massachusetts. The Customer may make up to two (2) requests for a telephone number 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. Discounts are not applicable to Directory Assistance charges.

No charge applies for Directory Assistance calls from residential presubscribed accounts or pay telephones. Each business account will receive ten (10) direct dialed calls to Directory Assistance for each business line or trunk presubscribed to the Company's service. The call allowance for centrex main station lines is 10 calls per equivalent number of PBX trunks.

If a Customer has two or more main telephone exchange lines, centrex station lines, or PBX trunk lines terminating at the same premises, connected to the same central office, in the same billing period and billed to the same number, the total allowance is applied to the total usage for the lines or trunks involved. Directory Assistance requests for telephone numbers which are nonlisted or nonlisted and nonpublished are exempt from the charge and shall not be included in the ten call allowance.

Single line business or residence exchange lines may be registered for exemption with the Carrier in those instances when one of the users of the line is legally blind, or visually or physically handicapped as defined by the Federal Register, Vol. 35, No. 126. Exchange lines of the Commonwealth of Massachusetts and its political subdivisions are also exempt from Directory Assistance charges.

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**SECTION 4.0 - RATES**

**4.1 Direct Dial 1+ Service**

**4.1.1 Direct Dial Switched Silver Service**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

**4.1.2 Direct Dial Switched Gold Service**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

**4.1.3 Dedicated Direct Dial Service**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Per minute rate \$ 0.059

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**SECTION 4.0 - RATES, (Cont'd)**

**4.2 Inbound Toll Free (i.e. 800/888) Service**

**4.2.1 Inbound Switched Silver Service**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

**4.2.2 Inbound Switched Gold Service**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

Per minute rate \$ 0.099

**4.2.3 Dedicated Toll Free Service**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

Per minute rate \$ 0.059

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**SECTION 4.0 - RATES, (Cont'd)**

**4.3 Travel Card**

For billing purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute.

Per minute rate \$ 0.189

A \$0.25 per call surcharge applies to each call.

**4.4 Debit Card Service**

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

**Per Minute Rates**

	<b>1st Minute</b>	<b>Add'l Minute</b>
Basic Debit Card Rate	\$ 0.380	\$ 0.190
Florida Card Rate	1.110	0.110
Mexico Card Rate	0.250	0.250
Asia Card Rate	0.250	0.250

Monthly Service Charge - See FCC Tariff #3.

**4.5 Debit Card Sponsor Program**

Sponsor Service may be provided to Customers as a no-charge complimentary item at the direction and expense of the sponsor.

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**SECTION 4.0 - RATES, (Cont'd)**

**4.6 Casual Calling Service**

**4.6.1 Casual Calling Silver Service**

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

**Per Minute Rates**

All calls 20 minutes or more in duration	\$ 0.149
All calls less than 20 minutes in duration	\$ 0.199

**4.6.2 Casual Calling Gold Service**

All Essex Communications local exchange Customers making Casual Calls receive the rates noted below.

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds.

**Per Minute Rates**

All calls 20 minutes or more in duration	\$ 0.129
All calls less than 20 minutes in duration	\$ 0.159

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**SECTION 4.0 - RATES, (Cont'd)**

**4.7 Public Telephone Surcharge**

Per Call Surcharge: \$0.50

**4.8 Directory Assistance**

Per call to directory assistance: \$0.95

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**SECTION 5.0 - MISCELLANEOUS**

**5.1 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.

**5.2 Return Check Charge**

A return check charge of \$15.00 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.

**5.3 Late Payment Charge**

Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

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**SECTION 6.0 - PROMOTIONS**

**6.1 Promotional Offerings - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall notify the Commission, in writing, 30 days prior to the start of a promotion.

**6.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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**ATTACHMENT III**  
**FINANCIAL STATEMENTS**

ESSEX COMMUNICATIONS, INC.

INCOME STATEMENT

FOR THE PERIOD ENDING

	11/30/98	11/30/99
NET SALES	315,683	1,958,684
COST OF SALES	275,262	1,753,440
GROSS PROFIT	40,421	205,244
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	621,550	1,469,002
(LOSS) FROM OPERATION	(581,129)	(1,263,758)
INTEREST EXP.	0	15,419
MISC. INCOME	0	(3,362)
INTEREST INCOME	0	(18,546)
NET INCOME / <NET LOSS>	(581,129)	(1,257,269)

ESSEX COMMUNICATIONS, INC.

BALANCE SHEET

	11/30/98	11/30/99
ASSETS		
CASH	36,403	160,287
ACCOUNTS RECEIVABLE	161,387	603,553
PREPAID EXPENSES	20,063	0
OTHER CURRENT ASSETS	0	26,375
TOTAL CURRENT ASSETS	217,853	790,215
PROPERTY AND EQUIPMENT AT COST	30,797	71,399
ACCUMULATED DEP. .	6,159	16,324
NET FIXED ASSETS	24,638	55,075
OTHER ASSETS	38,173	47,038
GOODWILL	658,768	766,820
TOTAL ASSETS	939,432	1,659,148

ESSEX COMMUNICATIONS, INC.

BALANCE SHEET

	11/30/98	11/30/99
LIABILITIES		
LOANS PAYABLE TO FINANCIAL INST.	0	197,772
ACCOUNTS PAYABLE	106,894	319,150
ACCRUALS EXPENSES	102,340	265,920
TOTAL CURRENT LIABILITIES	209,234	782,842
EQUITY		
CAPITAL STOCK	0	0
CAPITAL IN EXCESS OF PAR	1,311,327	2,714,704
RETAINED EARNINGS	(581,129)	(1,838,398)
TOTAL EQUITY	730,198	876,306
TOTAL LIAB & EQUITY	939,432	1,659,148



**ATTACHMENT III - A**

**ESSEX COMMUNICATIONS, INC.  
Financial Resources Statement**

Essex Communications, Inc. ("Essex") is providing the Fiscal Year End November 1998 10-K of its parent company, Sirco International Corp. as proof of its ability to provide competitive local exchange service within Florida. The parent company has ample financial resources to support Essex during its initial startup in Florida. Sirco has \$352,489 in cash and a current ratio of 1.05 to 1. (Current assets of \$6,702,349 and current liabilities of \$6,368,139)

Essex proposes to operate as a local service reseller in the state. There are minimal capital requirements or expenses that the company will experience when starting operations in Florida. All transmission will be provided by the underlying carrier. The company has structured its retail pricing so that its per minute rate covers its per minute cost, thus assuring an almost instantaneous positive cash flow.

**ATTACHMENT IV**  
**MANAGERIAL AND TECHNICAL CAPABILITIES**

**Essex Communications, Inc.  
Managerial Profiles**

**Paul H. Riss, Chief Financial Officer**

Mr. Riss began his career at Ernst & Young as Senior Audit Manager in 1979. In 1987 he became the Chief Financial Officer and Treasurer of Peter's Bag Corporation in New York. Mr. Riss held the positions of Chief Financial Officer at ComponentGuard, Inc. and Sequins International, Inc. before joining Sirco International Corp. in that position in 1996. In this position he manages internal and external reporting and provides financial analysis for acquisition of internet service provider and Bell Atlantic CLEC.