



June 12, 2000

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

000710-TI

Re: Application of Madison River Communication, LLC for Authority to Provide Resold and Facilities-Based Intrastate, Interexchange Telecommunications Service

Dear Sir or Madam:

Enclosed is an original and six (6) copies of an application for authority to provide interexchange telecommunications service, along with the Applicant's proposed tariff for approval. The application fee of \$250.00 is also enclosed.

The Applicant's financial information is considered confidential; therefore, one copy of this information is being provided under seal.

To confirm your receipt, please date stamp the attached copy of this letter and return it in the self-addressed stamped envelope provided.

Thank you for your assistance. If you have any questions I can be reached at (512) 343-2544.

Sincerely,

Jean M. Langkop
Authorized Representative
Madison River Communications, LLC

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:

Enclosure

JML/cmnp

cc: Mr. Michael T. Skrivan, Madison River Communications, LLC

CO JUN 13 AM 9 53
RECEIVED
FEDERAL EXPRESS

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 07311-00. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

DOCUMENT NUMBER-DATE

07210 JUN 13 8

3721 EXECUTIVE CENTER DRIVE, SUITE 200 AUSTIN, TX 78731-1639
VOICE 512.343.2544 FAX 512.343.0119
WWW.CHR SOLUTIONS.COM

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

**Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida**

000710-TI

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses 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.
- ◆ 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 Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: No filing fee is required for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

FORM PSC/CMU 31 (12/96)

Required by Commission Rule Nos. 25-24-470,
25-24.471, and 25-24.473, 25-24.480(2).

Page 1 of 16

DOCUMENT NUMBER-DATE

07210 JUN 13 8

FPSC-RECORDS/REPORTING

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

Original certificate (new company).

Approval of transfer of existing certificate:

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

Approval of assignment of existing certificate:

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval of transfer of control:

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Madison River Communications, LLC

3. Name under which applicant will do business (fictitious name, etc.):

Madison River Communications, LLC

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

103 South Fifth Street

P.O. Box 1167

Mebane, NC 27302

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

Applicant has no Florida address at this time. The registered agent's address is:

CT Corporation System, 1200 South Pine Island Road, Plantation, FL 33324

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

7. Structure of organization;

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

8. If individual, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

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

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

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

M99000001360 (Applicant is a Limited Liability Company) See Attachment A

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

(a) **The Florida Secretary of State fictitious name registration number:** _____

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

(a) **The Florida Secretary of State registration number:** _____

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

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

(a) **The Florida registration number:** _____

15. Provide **F.E.I. Number** (if applicable): 56-2097466

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() Yes () No

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

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

Information will be provided on the bill.

17. Who will receive the bills for your service?

Residential Customers

PATs providers

Hotels & motels

Business Customers

PATs station end-users

Hotel & motel guests

() Universities () Universities dormitory residents
() Other: (specify) _____

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

(a) The application:

Name: Jean Langkop

Title: Authorized Representative

Address: CHR Solutions, Inc., 3721 Executive Center Drive, Suite 200

City/State/Zip: Austin, TX 78731

Telephone No.: (512) 343-2544 Fax No.: (512) 343-0119

Internet E-Mail Address: jean.langkop@chrsolutions.com

Internet Website Address: _____

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

Name: Michael T. Skrivan

Title: Vice President - Revenues

Address: 103 South Fifth Street, P.O. Box 1167

City/State/Zip: Mebane, NC 27302

Telephone No.: (919) 563-8230 Fax No.: (919) 563-4993

Internet E-Mail Address: skrivanm@madisonriver.net

Internet Website Address: www.madisonriver.net

(c) Complaints/Inquiries from customers:

Name: Jack Sanders

Title: Senior Vice President - Operations

Address: 2701 West Plano Parkway, Suite 300

City/State/Zip: Plano, Texas 75075

Telephone No.: (972) 461-8502 **Fax No.:** (972) 461-8590

Internet E-Mail Address: sandersi@madisonriver.net

Internet Website Address: www.madisonriver.net

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

North Carolina

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

Alabama, Georgia, Kentucky, Louisiana, Mississippi, South Carolina,
and Tennessee

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

Illinois, North Carolina

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

No state has denied authority.

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

No state has imposed regulatory penalties.

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

There have been no such civil court proceedings in any state.

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

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

Not Applicable

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

See Responses on Attachment B

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

a. **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

b. _____ **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

c. **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

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

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

f. **800 service (toll free)**

g. _____ **WATS type service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

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

i. **Travel service**

- Method of access is 950
- Method of access is 800

j. _____ **900 service**

k. **Operator services**

- Available to presubscribed customers
- Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
- Available to inmates

I. **Services included are:**

- Station assistance
- Person-to-person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).
See Attachment E

23. Submit the following:

A. Financial capability.

The application should contain the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

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

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

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

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

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

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

See Attachment C for financial information.

B. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

See Attachment D

C. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

See Attachment D

**** 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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL

Signature	<u>Michael T. Skrivan</u> Michael T. Skrivan	<u>June 7, 2000</u> Date
Title	<u>Vice President - Revenues</u>	<u>(919) 563-8230</u> Telephone No.
Address:	<u>103 South Fifth Street</u>	<u>(919) 563-4993</u> Fax No.
	<u>P.O. Box 1167</u>	
	<u>Mebane, North Carolina 27302</u>	

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT

NOT APPLICABLE

**** APPENDIX A ****

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____

(Title) _____ of

(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

_____, have reviewed this application and join in the petitioner's request for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address:

Fax No.

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 provided in one of the following ways (applicant, please check one):

- () The applicant will not collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

Signature	<u>Michael T. Skrivan</u>	Date	<u>June 7, 2000</u>
Title	<u>Vice President - Revenues</u>	Telephone No.	<u>(919) 563-8230</u>
Address:	<u>103 South Fifth Street</u>	Fax No.	<u>(919) 563-4993</u>
	<u>P.O. Box 1167</u>		
	<u>Mebane, North Carolina 27302</u>		

CURRENT FLORIDA INTRASTATE SERVICES

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

If the answer is has, fully describe the following:

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

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

UTILITY OFFICIAL:

Signature	<u>Michael T. Skrivan</u> Michael T. Skrivan	Date	<u>June 7, 2000</u>
Title	<u>Vice President - Revenues</u>	Telephone No.	<u>(919) 563-8230</u>
Address:	<u>103 South Fifth Street</u>	Fax No.	<u>(919) 563-4993</u>
	<u>P.O. Box 1167</u>		
	<u>Mebane, North Carolina 27302</u>		

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

Further, I am aware that, 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:

Signature	<u>Michael T. Skrivan</u>	Date	<u>June 7, 2000</u>
Title	<u>Vice President - Revenues</u>	Telephone No.	<u>(919) 563-8230</u>
Address:	<u>103 South Fifth Street</u>	Fax No.	<u>(919) 563-4993</u>
	<u>P.O. Box 1167</u>		
	<u>Mebane, North Carolina 27302</u>		



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 20, 2000

RUSSELL M. ROBINSON III
AMOS JEFFRIES & ROBINSON LLP
P.O. BOX 787
GREENSBORO, NC 27402

Re: Document Number M99000001360

The Amendment to the Application of a Foreign Limited Liability Company for MEBTEL INTEGRATED COMMUNICATIONS SOLUTIONS, L.L.C. which changed its name to MADISON RIVER COMMUNICATIONS, LLC, a Delaware limited liability company authorized to transact business in Florida, was filed on March 14, 2000.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Registration Section.

Shawn Logan
Document Specialist
Division of Corporation

Letter Number: 800A00015237

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

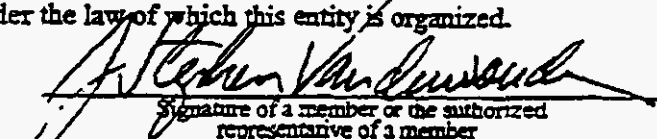
SECTION I (1-3 must be completed)

1. Name of limited liability company as it appears on the records of the Florida Department of State: Mehtel Integrated Communications Solutions, L.L.C.
2. Jurisdiction of its organization: Delaware
3. Date authorized to do business in Florida: 8/30/99

SECTION II (4-7 complete only the applicable changes)

4. If the amendment changes the name of the limited liability company, when was the change effected under the laws of its jurisdiction of organization? 3/6/00
5. New name of the limited liability company: Madison River Communications, LLC
6. If the amendment changes the period of duration, indicate new period of duration: N/A
7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction: N/A
8. If the amendment corrects any false statement, indicate the statement being corrected and the correction: N/A
9. Attached is an original certificate, no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

FILED
00 MAR 14 PM 2:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA


Signature of a member or the authorized representative of a member

J. Stephen Vanderwoude, Manager
Typed or printed name of signer

Filing Fee: \$25.00

**APPLICATION FOR AUTHORITY TO PROVIDE
INTEREXCHANGE TELECOMMUNICATIONS SERVICE
BETWEEN POINTS WITHIN THE STATE OF FLORIDA**

- 20.(b) ***Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.***

The following officers of Madison River Communications, LLC are also officers of Gulf Long Distance, Inc., an affiliate of the applicant: Donald Robertson, J. Stephen Vanderwoude, Paul Sunu, James Ogg, Bruce Becker, Matt Springer, John Hogshire, Karen Turner, Jack Sanders, and Craig Staple. Gulf Long Distance, Inc. is in the process of requesting a name change on its CLEC certification in Georgia to Madison River Communications, LLC

The applicant's Vice-Chairman, J. Stephen Vanderwoude, previously was an officer of the local telecommunications division of Sprint Corporation. Mr. Vanderwoude left Sprint Corporation to pursue other business interests.

Madison River Communications, LLC is a wholly owned subsidiary of Madison River Telephone Company, LLC, and is owned in large part by three institutional investors: Goldman Sachs & Co., a publicly-held corporation, Madison Dearborn Capital Partners, LP, a privately-held investment house, and Providence Equity Partners, LP, also a privately-held investment house. None of these three companies exercises control over Madison River, and no owner of these three companies holds a derivative 10% or greater interest in Madison River. These institutional investors have a vast array of FCC regulated business investments, the details of which are unknown to the Applicant.

23. A FINANCIAL CAPABILITY

The Applicant is financially qualified to render competing interexchange services in Florida. Madison River Communications, LLC is a wholly-owned subsidiary of Madison River Telephone Company, LLC, a limited liability company organized under the laws of the state of Delaware ("MRTC"). MRTC is the sole owner of a number of telecommunications entities, including four incumbent local exchange providers: MEBTEL, Inc. of Mebane, N.C.; Gallatin Communications, LLC of Galesburg, Illinois; Gulf Telephone Company of Foley, Alabama; and Coastal Communications, Inc. of Hinesville, Georgia. Through its parent, MRTC, and affiliated entities, the Applicant has access to the capital necessary to fulfill the obligations it may undertake with respect to the provision of telecommunications services in the state of Florida.

Funding includes equity from three institutional investors: Goldman, Sachs & Co., a publicly held corporation; Madison Dearborn Capital Partners, LP, a privately held investment house, and Providence Equity Partners, LP, also a privately held investment house.

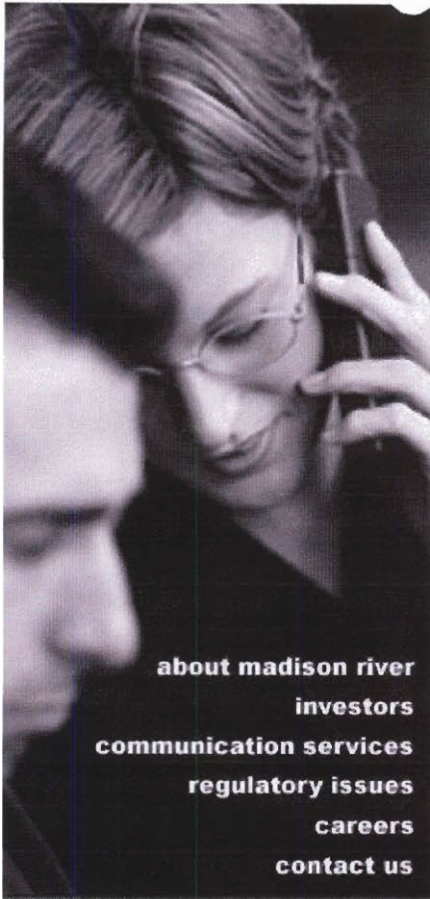
An attached copy of a news release announcing a Senior Note Bond Offering and Equity Commitment demonstrates the Applicant's access to funding.

The Applicant has sufficient financial capability to provide and maintain the requested service.

The Applicant's financial statements are considered confidential and are provided under seal. The information provided herein would allow competitors to determine the Applicant's financial strength and competitive plans.

The financial information includes audited financial statements for the most recent two years. Three year statements are not available.

Monday, June 12th, 2000



about madison river
investors
communication services
regulatory issues
careers
contact us



investors

For Immediate Release: February 21, 2000
Mebane, North Carolina

MADISON RIVER COMMUNICATIONS ANNOUNCES SENIOR NOTE BOND OFFERING AND ADDITIONAL EQUITY COMMITMENT

Contact: Craig Stapel, (919) 563-8333 or Kevin Hancock,
Marketing Manager, Madison River Telephone Company, (919)
563-8227

MEBANE, NC -- On February 21, 2000, Madison River Communications announced the completion of a \$200,000,000 senior note debt offering by two affiliates, Madison River Capital, LLC, and Madison River Finance Corporation.

The underwriters of the offering include Goldman, Sachs & Co., Morgan Stanley Dean Witter, Chase Securities Inc., and Bear, Stearns & Co. Incorporated.

The company also announced an additional equity commitment of \$24,000,000 from its current equity investors, Madison Dearborn Partners, Inc., Goldman, Sachs & Company, Providence Equity Partners, and members of management

Madison River provides integrated communications solutions to the areas it serves as both an incumbent provider and an emerging competitive provider of voice and data communications, including local, high speed Internet access, enhanced data, DSL, long distance, 800 services, and custom calling features.

Founded in 1996, Madison River has experienced dramatic and sustained growth since its inception. With the anticipated second quarter acquisition of Georgia based Coastal Utilities, Inc., Madison River's telephone access lines total will climb to nearly 189,000. Madison River provides long distance services to over 34,000 customers and Internet access service to over 22,000 customers. The combination of the debt offering, the Coastal acquisition, and the additional equity commitment will bring Madison River Telephone Company's total capitalization to over \$900,000,000. The addition of Coastal will further the company's goal to provide integrated communications services to customers through Madison River's 2,200 route mile Fiber Optic network spanning the southern United States, connecting Atlanta, New Orleans, Houston and Dallas and its 500 route mile network stretching throughout the Piedmont of North Carolina.

Madison River, LLC is a holding company created to acquire, operate and enhance rural telephone companies, and to use advanced technology to provide competitive communications services in nearby markets. Headquartered in Mebane, NC, the company is owned by affiliates of Madison Dearborn Partners, Inc., Goldman, Sachs & Company, Providence Equity Partners, and members of management.

- end -

23 B **MANAGERIAL CAPABILITY**
23 C **TECHNICAL CAPABILITY**

The Applicant has the managerial and technical expertise to provide quality, competitive telecommunications service in Florida. Madison River Communications' executive team has over 245 years of combined telecommunications experience. Brief resumes of six of the officers of the Applicant are attached.

MANAGERIAL EXPERIENCE

**Mr. Donald K. Robertson
Chairman and Chief Executive Officer**

Mr. Robertson is a founding member of Madison River Telephone Company. He has over 39 years of telecommunications experience including serving as Vice President-Telecommunications and Assistant to the Chairman and Vice President-Strategic Development, Telecommunications for Citizens Utilities. In these capacities, Mr. Robertson negotiated the acquisition of 500,000 access lines from GTE and 130,000 access lines from ALLTEL increasing Citizens' holdings to nearly 800,000 access lines. Mr. Robertson also successfully managed the integration and absorption of new properties into Citizens Utilities. Mr. Robertson then negotiated the initial entry of Citizens Utilities into Hungarian Telephone and Cable Corporation. As a result, he served as a Director and Vice Chairman of Hungarian Telephone and Cable Company. Prior to Citizens Utilities, Mr. Robertson served as Vice President-West Division for Centel Corporation. In this capacity, Mr. Robertson had full P&L responsibilities as well as being responsible for sales, engineering, construction, installation and maintenance. As Vice President-Customer Service for Centel, he established the first remote monitoring system for observing PABXs nationwide

**Mr. J. Stephen Vanderwoude
Vice Chairman**

Mr. Vanderwoude is a founding member of the Madison River Telephone Company. He has over 33 years of telecommunications experience including serving as President and Chief Operating Officer and a Director of Centel Corporation and President and Chief Operating Officer of the Local Telecommunications division of Sprint Corporation. Mr. Vanderwoude also served as President and Chief Executive Officer and Director of Powerhouse Technologies, Inc. He is currently on the Board of Directors of First Midwest Bancorp, and of One Stop Telecommunication Inc.

Mr. James D. Ogg
Executive Vice President

Mr. Ogg is a founding member of Madison River Telephone Company. He has over 40 years of telecommunications experience including service as President of Centel-Illinois and Vice President and General Manager of Centel-Virginia and Centel-North Carolina. Mr. Ogg is very familiar and comfortable in the regulatory environment having served as Vice President for Governmental Relations for Centel Corporation. In this capacity, Mr. Ogg was responsible for advocacy of corporate policy on telecommunications, cable, and electric businesses before Congress and federal regulatory agencies. His regulatory experiences are not limited to the federal level. Mr. Ogg has successfully testified in or managed seventeen rates cases, three simultaneously. Mr. Ogg brings extensive experience in dealing with federal and state regulatory processes to Madison River Telephone Company's management team.

Mr. Paul H. Sunu
Executive Vice President & CFO

Mr. Sunu is a founding member of Madison River Telephone Company. He is a certified public accountant and a member of the Illinois Bar with 18 years of experience in finance, tax, treasury, securities and law. Prior to joining Madison River Telephone, Mr. Sunu served as Senior Vice President, CFO, and General Counsel for RHR International Company, a management consulting firm with 16 profit centers located in North America, Europe and Russia. Mr. Sunu has extensive experience in establishing new businesses. He served as President and is one of four principles that established JMG Financial Group, a tax and investment consulting firm. The four principles of JMG established Equity Partners, Ltd., a real estate acquisitions and management firm. Today, Equity Partners is known as Great Lakes REIT, a New York Stock Exchange company.

Mr. Bruce J. Becker
Executive Vice President & Chief Technology Officer

Mr. Becker has over 36 years of telecommunications experience including serving as the Senior Vice President of Operations and Planning for ICG Telecommunications, CIO for ICG's Telecommunications Group and Vice President of Strategic and Technical Planning for Centel Corporation. Over the span of his 36 years in the telecommunications industry, Mr. Becker has held a variety of Operations, Planning, and Engineering positions. These include General Manager of Network Engineering and Operations for Centel's Nevada and Texas Region, General Manager of Operational Planning, and Marketing for Centel Nevada and General Network and Switching Manager Centel-Texas. Most recently, Mr. Becker founded and served as President of BTC Partners LTD., a telecommunications consulting firm providing services to an array of CLEC, ILEC, CATV providers, Telecommunications and Data Transport Equipment Manufactures, and Investment Groups. Mr. Becker has served as a voting Director of the T1 Committee, a Director on the UNLV School of Engineering Board, a senior member of Northern Telecom's technical advisory board, and active member of USTA. He has testified as an expert witness at the state and Federal level on numerous rate and technology proceedings and inquires.

Mr. Michael T. Skrivan
Vice President-Revenues

Mr. Skrivan is a certified public accountant and a certified management accountant with twenty-two years of experience in the telecommunications industry. Prior to joining Madison River, Mr. Skrivan was a founding member in the consulting firm of Harris, Skrivan & Associates, LLC, which provides regulatory and financial services to local exchange carriers. Mr. Skrivan was also an executive with Illinois Consolidated Telephone Company for nine years, holding positions in Regulatory, Strategic Planning, Marketing and Customer Service. At Illinois Consolidated, which serves 80,000 access lines, he played a key role in the development of competitive businesses, including wireless services, long distance services, fiber operations, directory services, operator services, inmate services and payphone services. Mr. Skrivan began his telecommunications career with Ernst & Young's Telecommunications Consulting Practice , providing cost of service studies to Independent Telephone Companies throughout the United States. Mr. Skrivan brings significant skills to the Madison River management team, including expertise in state and federal regulatory issues, an extensive understanding of telecommunications revenue streams and varied operational experience with a mid-size telecommunications company.

ATTACHMENT E

Florida Interexchange Telecommunications Services Tariff

TITLE SHEET

FLORIDA INTEREXCHANGE TELECOMMUNICATIONS

SERVICES TARIFF OF

Madison River Communications, LLC

This tariff, filed with the
Florida Public Service Commission,
contains the rates, terms, and conditions applicable to
Interexchange Telecommunications Services
within the State of Florida offered by
Madison River Communications, LLC

Issued: June 13, 2000
By:

President
Madison River Communications, LLC
103 South Fifth Street
Mebane, NC 27302

Effective: _____

CHECK SHEET

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
4	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
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14	Original
15	Original
16	Original
17	Original
18	Original
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20	Original
21	Original
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SYMBOLS SHEET

Explanation of Symbols

When changes are made in any tariff sheet, a revised sheet will be listed canceling the tariff sheet affected. Changes will be identified on the revised sheet (s) through the use of the following symbols:

D - Delete or Discontinue

I - Change Resulting In An Increase to A Customer's Bill

M - Moved From Another Tariff Location

N - New

R - Change Resulting in A Reduction To A Customer's Bill

T - Change in Text Or Regulation But No Change In Rate Or Charge

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TARIFF FORMAT SHEETS

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 4 and 5 would be 4.1.

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 4 cancels the 3rd revised Sheet 4.

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
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

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

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SECTION 1 - DEFINITIONS

Authorization Code

A numerical code, one or more of which may be assigned to a subscriber, to enable Madison River Communications, LLC to identify the origin of the service subscriber, so it may rate and bill the call. Automatic Number Identification (ANI) is used as the authorization code wherever feasible.

Automatic Numbering Identification (ANI)

A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission

Used throughout this tariff to mean the Alabama Public Service Commission.

Company

Madison River Communications, LLC also referred to as MRC.

Customer

A calling party who is not a subscriber, but who is utilizing the services of Madison River Communications, LLC and is responsible for the payment of charges, unless that responsibility has been accepted by others, such as in the case of collect and billed to third party calls.

Direct Dial Message Telecommunications Calls

Long distance calls placed by residential or business subscribers on a direct-dial basis.

Holiday

New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

InterLATA Call

A telecommunications call that originates and terminates in different LATAs.

IntraLATA Call

A telecommunications call that originates and terminates in the same LATA.

Local Access and Transport Area (LATA)

A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a Bell operating company provides communications services.

Measured Charge

A charge assessed on a per minute basis in calculating a portion of the long distance charges due for a complete call.

Subscriber

The person or legal entity which enters into arrangements for Madison River Communications, LLC telecommunications services and is responsible for compliance with applicable tariff regulations.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

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SECTION 2 - APPLICATION OF TARIFF

- 2.1 *This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by Madison River Communications, LLC for telecommunications between points within this State. Madison River Communications, LLC services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.*
- 2.1.1 *Madison River Communications, LLC may, from time to time, offer various enhanced services and information services within this State. Such services will be provided pursuant to contract and will not be governed by this tariff.*
- 2.1.2 *Madison River Communications, LLC may also, from time to time, offer switching and/or transmission services to other telecommunications providers for resale to such companies' customers. The rates for any such services will be determined pursuant to contract, to the extent authorized by the Commission, and the rates sections of this tariff will not apply thereto.*
- 2.2 *Service furnished by Madison River Communications, LLC may be connected with services of facilities of other authorized telecommunications common carriers and with private systems, subject to the technical limitations established by Madison River Communications, LLC*
- 2.2.1 *The services of Madison River Communications, LLC are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Telecommunications Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Madison River Communications, LLC and other carriers will be provided at the subscriber's expense.*
- 2.2.2 *Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The subscriber is responsible for taking all necessary legal steps for interconnecting subscriber-provided terminal equipment of telecommunications systems with carriers' facilities. Subscriber shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnections.*
- 2.3 *The rates and regulations contained in this tariff apply only to the services furnished by Madison River Communications, LLC and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Madison River Communications, LLC*
- 2.4 *The services of Madison River Communications, LLC shall be furnished to residential and business subscribers of Madison River Communications, LLC, and to operators of terminal telephone or other facilities of privately or publicly owned coin and coinless operated telephone station providers, hotels/motels, hospitals, airports, colleges, universities and other subscribers and their patrons. Madison River Communications, LLC shall enter into arrangements with such subscribers providing for the availability of Madison River Communications, LLC nationwide services, including the intrastate services offered under the terms and conditions of this tariff.*

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SECTION 3 – RULES AND REGULATIONS**3.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by others carriers or entities when authorized by the customer, to allow connection of customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

3.2 Limitations

- 3.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 3.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.
- 3.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 3.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 3.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier for the Florida Public Service Commission.

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SECTION 3 – RULES AND REGULATIONS (Continued)**3.3 Liability of the Company**

- 3.3.1 Madison River Communications, LLC shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with the Madison River Communications, LLC's services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall Madison River Communications, LLC's liability for any services exceed the charges applicable under this tariff for such service.
- 3.3.2 Madison River Communications, LLC shall be indemnified and saved harmless by any subscriber, customer or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with services provided by Madison River Communications, LLC
- 3.3.3 Madison River Communications, LLC shall not be liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of Madison River Communications, LLC
- 3.3.4 Madison River Communications, LLC shall not be liable for any personal injury or death of any person or persons, or for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.
- 3.3.5 Madison River Communications, LLC shall not be liable for and shall be indemnified and saved harmless by any subscriber, customer or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage defacement or destruction of the premises of any subscriber, customer or any other entity or any other property whether owned or controlled by the subscriber, customer or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, customer or others of any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by Madison River Communications, LLC which is not the direct result of Madison River Communications, LLC's gross negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Madison River Communications, LLC
- 3.3.6 Madison River Communications, LLC shall not be liable for any failure of performance due to causes beyond its control, including, without limitation, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof.

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SECTION 3 – RULES AND REGULATIONS (Continued)**3.4 Responsibilities of the Subscriber**

- 3.4.1 The subscriber is responsible for placing any necessary orders and complying with tariff regulations. The subscriber is also responsible for the payment of charges for calls originated at the subscriber's number.
- 3.4.2 The subscriber is responsible for arranging access to its premises at times mutually agreeable to Madison River Communications, LLC and the subscriber when required for Madison River Communications, LLC's personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Madison River Communications, LLC services.
- 3.4.3 The subscriber must pay Madison River Communications, LLC for replacement or repair of damage to the equipment of facilities of Madison River Communications, LLC caused by negligence or willful act of the subscriber, customers or others, by improper use of the services of by use of equipment provided by the subscriber or others.
- 3.4.4 The subscriber must pay for the loss through theft of any Madison River Communications, LLC equipment installed at subscriber's premises.

3.5 Responsibilities of the Customer

- 3.5.1 The customer is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, or a subscriber.
- 3.5.2 The customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 3.5.3 The customer is responsible for establishing its identity as often as necessary during the course of a call.
- 3.5.4 The customer is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

3.6 Cancellation or Interruption of Services

- 3.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the subscriber, or to the failure of channels or equipment provided by the subscriber, are subject to the general liability provisions set forth in 3.3.1 herein. It shall be the subscriber's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the subscriber shall ascertain that the trouble is not being caused by any action or omission by the subscriber within his control, if any, furnished by the subscriber and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 3.6.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

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SECTION 3 – RULES AND REGULATIONS (Continued)

3.6.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/B \times C$$

“A” – outage time in hours

“B” – total hours in month

“C” – total monthly charge for affected facility

3.6.4 Without incurring liability, upon five (5) days' written notice to the subscriber, Madison River Communications, LLC may immediately discontinue services to a subscriber or may withhold the provision of ordered or contracted services:

3.6.4.A For nonpayment of any regulated sum due Madison River Communications, LLC for more than thirty (30) days after issuance of the bill for the amount due;

3.6.4.B For violation of any of the provisions of this tariff;

3.6.4.C For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Madison River Communications, LLC's services; or

3.6.4.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Madison River Communications, LLC from furnishing its services.

3.6.5 Without incurring liability, Madison River Communications, LLC may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and Madison River Communications, LLC's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

3.6.6 Service may be discontinued by Madison River Communications, LLC, without notice to the subscriber, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain subscriber authorization codes, when Madison River Communications, LLC deems it necessary to take such action to prevent unlawful use of its service. Madison River Communications, LLC will restore service as soon as it can be provided without undue risk, and will, upon request by the subscriber affected, assign a new authorization code to replace the one that has been deactivated.

3.7 **Restoration of Service**

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

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SECTION 4. - BILLING**4.1 Timing of Calls**

4.1.1 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent section of this tariff. Timing of each call begins as specified in 4.1.2 and ends when the calling party hangs up, where answer supervision is available.

4.1.2 Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer as determined by the underlying carrier for Madison River Communications, LLC's services, where answer supervision is available. Madison River Communications, LLC will not bill for uncompleted calls.

4.2 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

4.3 Billing Arrangements**4.3.1 Direct Dial Calls**

Charges for calls of this type will be included on the subscriber's regular home or business telephone bill pursuant to billing and collection agreements established by Madison River Communications, LLC or its intermediary with the applicable telephone company.

4.4 Contested Charges

Subject to the conditions described in Section 4.4 below, for consideration of any disputed charge, a subscriber must submit in writing to Madison River Communications, LLC, within thirty (30) days of the date the bill is issued, the call details and basis for any requested adjustment. Madison River Communications, LLC will promptly investigate and advise the subscriber as to its findings and disposition. Any undisputed charges must be paid on a timely basis. Any disputed charges that cannot be resolved between a subscriber and Madison River Communications, LLC may be appealed to the Commission.

4.5 Billing Entity Conditions

When billing functions on behalf of Madison River Communications, LLC or its intermediary are performed by local exchange telephone companies, credit card companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply.

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SECTION 4 - BILLING**4.6 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rates centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

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

4.7 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number calls attempted) of not less than 90% during peak use periods for all FG D services "1+" dialing).

4.8 Returned Check Charge

A charge of \$20.00, or applicable state returned check charge, whichever is less, may be applied if a check or draft presented for payment of service is not accepted by the institution on which it is written.

4.9 Deposits

The Company does not require a deposit from the Customer.

4.10 Taxes

All federal, state and local taxes (e.g., excise tax, gross receipts tax, sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

4.11 Late Payment Fee

If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

1. a rate of 1.5 percent per month; or
2. the highest interest rate which may be applied under state law for commercial transactions.

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SECTION 4 – BILLING (Continued)

SECTION 5 – SERVICES

5.1 Services

The services of Madison River Communications, LLC consist of reselling tariffed toll telephone services in this State over transmission facilities leased from certificated interexchange carriers and local exchange carriers (LECs).

5.2 Use of Services

- 5.2.1 Madison River Communications, LLC services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 5.2.2 The use of Madison River Communications, LLC services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another person in such a way as to unreasonably interfere with use by others is prohibited.
- 5.2.3 The use of Madison River Communications, LLC services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 5.2.4 Madison River Communications, LLC services are available for use twenty-four hours per day seven days per week.
- 5.2.5 Madison River Communications, LLC does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

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SECTION 6 – SERVICE OFFERINGS AND RATES

6.1 Long Distance Service

6.1.1 This section sets forth the rates and charges applicable to Madison River Communications, LLC’s Long Distance Service offering. Service is offered to residential or business customers.

6.1.2 The minimum call duration for billing purposes is thirty (30) seconds with additional usage measured and billed in six (6) second increments thereafter. The rates set forth below are applicable to all direct dialed telecommunications calls and inbound toll free calls originating and terminating within the State. The following rates apply twenty-four (24) hours a day, seven days a week to customers who subscribe to the Company’s local service in addition to the Company’s long distance service:

6.1.2.1 One Rate Term Plan

Term	Rate Per Minute
1 Year	\$0.079
2 Year	\$0.075

6.1.2.2 Premier Term Plan

Term	Rate Per Minute
1 Year	\$0.109
2 Year	\$0.104
3 Year	\$0.099

6.1.3 The following rates apply to customers who only subscribe to MRLD long distance service:

6.1.3.1 MRC Universal Service - The rates set forth below are applicable to all direct dialed telecommunications calls originating and terminating within the State. The minimum call duration for billing purposes is sixty (60) seconds with additional usage measured and billed in sixty (60) second increments thereafter. Time of day, holiday, and volume discounts do not apply.

Per Minute Usage Charges

Day	Evening	Weekend
\$0.25	\$0.15	\$0.12

6.1.3.2 MRC Ultra - The rates set forth below are applicable to all direct dialed telecommunications calls originating and terminating within the State. The minimum call duration for billing purposes is thirty (30) seconds with additional usage measured and billed in six (6) second increments thereafter. Time of day, holiday, and volume discounts do not apply.

Per Minute Usage Charges

InterLATA Calls		
Day	Evening	Weekend
\$0.19	\$0.19	\$0.19
IntraLATA Calls		
Day	Evening	Weekend
\$0.07	\$0.07	\$0.07

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SECTION 6 – SERVICE OFFERINGS AND RATES (Continued)

6.1.3.3 MRC Super Saver - The rates set forth below are applicable to all direct dialed telecommunications calls originating and terminating within the State. The minimum call duration for billing purposes is thirty (30) seconds with additional usage measured and billed in six (6) second increments thereafter. Time of day, holiday, and volume discounts do not apply.

Monthly Recurring Charge: \$3.95*

Per Minute Usage Charges

Day	Evening	Weekend
\$0.065	\$0.065	\$0.065

* This rate is not applicable if the customer orders MRC Super Saver from MRC Tariff FCC No. 1.

6.1.3.4 MRC Wats Service - The rates set forth below are applicable to outbound direct dialed telecommunications calls originating and terminating within the State. The minimum call duration for billing purposes is thirty (30) seconds with additional usage measured and billed in six (6) second increments thereafter. Time of day, holiday, and volume discounts do not apply.

Per Minute Usage Charges

InterLATA Calls

Day	Evening	Weekend
\$0.19	\$0.19	\$0.19

IntraLATA Calls

Day	Evening	Weekend
\$0.07	\$0.07	\$0.07

6.1.3.5 MRC Inbound Toll Free Number Service - The rates set forth below are applicable to inbound telecommunications calls dialed on a toll free number and originating and terminating within the State. The minimum call duration for billing purposes is thirty (30) seconds with additional usage measured and billed in six (6) second increments thereafter. Time of day and holiday discounts do not apply. Volume discounts apply to the total usage billed to each toll free number.

Per Minute Usage Charges

Day	Evening	Weekend
\$0.25	\$0.25	\$0.25

Monthly Discount per Toll Free Number

First \$50*	Next \$100*	Over \$150*
10%	15%	20%

• Up to, but not including

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SECTION 6 – SERVICE OFFERINGS AND RATES

6.1.3.6 MRC Travel Card Service - Travel Card Service is offered 24 hours a day, seven days a week to all valid terminating locations. Access to MRC's Travel Card Service is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with area code. The rates set forth below are applicable to telecommunications calls originating and terminating within the State. The minimum call duration for billing purposes is thirty (30) seconds with additional usage measured and billed in six (6) second increments thereafter. Time of day and holiday discounts do not apply. Volume discounts apply to the total usage billed to each toll free number.

Service Charge per Call: \$0.55
Payphone Surcharge per Call: \$0.30

Initial Minute Each Additional Minute
\$035 \$0.35

Monthly Discount per Travel Card Number

First \$50*	Next \$100*	Over \$150*
10%	20%	30%

* Up to, but not including

6.1.4 The following rates apply to customers who do not subscribe to MRC long distance service:

6.1.4.1 MRC Dial Around - The rates set forth below are applicable to all direct dialed telecommunications calls originating and terminating within the State by dialing 101XXXXX. The minimum call duration for billing purposes is thirty (30) seconds with additional usage measured and billed in six (6) second increments thereafter. Time of day and holiday discounts do not apply. Volume discounts apply to the total usage billed to each number.

Usage Charges per Minute:

Day	Evening	Weekend
\$0.25	\$0.25	\$0.25

Monthly Discount per Number

First \$50*	Next \$100*	Over \$150*
10%	15%	20%

* Up to, but not including

6.1.5 Timing of Calls

6.1.5.1 Call timing 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.

6.1.5.2 Chargeable time for calls ends when one of the parties disconnects from the call.

6.1.5.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.

6.1.5.4 For billing purposes, usage for the initial period and additional period varies by service and is specified by product or option in subsequent sections of this tariff.

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By:

Effective: _____

President
Madison River Communications, LLC
103 South Fifth Street
Mebane, NC 27302

SECTION 6 – SERVICE OFFERINGS AND RATES (Continued)

6.1.5.5 The Company will not bill for unanswered calls. When a customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

6.1.5.6 The following rate periods apply:

	MON	TUES	WED	THUR	FRI	SAT	SUN
7:00 A.M. TO 7:00 PM *	DAYTIME RATE PERIOD					7:00 AM SAT TO 7:00 AM MON **	
7:00 PM TO 7:00 AM *	EVENING RATE PERIOD						

*Up to but not including
** Weekend Rate Period

6.2 **Determining Applicable Rate in Effect**

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

6.3 **Directory Assistance Service**

6.3.1 A charge applies to each call to Directory Assistance for request of a listing. Up to two requests may be made on each call.

6.3.2 The following charge applies to each request for Directory Assistance:

Charge per Call

\$0.85

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SECTION 6 – SERVICE OFFERINGS AND RATES (Continued)**6.4 Operator Handled Service**

6.4.1 Operator Handled Service allows business or residential customers to place a variety of calls through an operator. Call types include Calling Card, Collect, Billed to Third Number, Operator Assisted, Operator Dialed, Person-to-Person, Busy Line Verification, and Emergency Interruption. The rates set forth in this section are applicable to calls originating and terminating within the State.

6.4.2 The following rates apply to Operator Handled Service calls:

	<u>Rate</u>
Per Minute of Use	\$0.23
Service Charges Per Call:	
Collect	\$1.20
Billed to Third Number	\$1.20
Operator Assisted	\$0.75
Operator Dialed*	\$0.80
Person-to-Person	\$3.40
Busy Line Verification	\$2.50
Emergency Interruption	\$4.50

* The Operator Dialed surcharge is added to the other charges when the Operator dials the call. This surcharge does not apply when billed to a calling card.

6.5 Special Rates For The Handicapped**6.5.1 Directory Assistance**

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

6.5.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

6.5.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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SECTION 7 - PROMOTIONS

7.1 Special Promotions

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive or reduce some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market areas.

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SECTION 8 – CONTRACT SERVICES**8.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

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President
Madison River Communications, LLC
103 South Fifth Street
Mebane, NC 27302

Effective: _____



June 12, 2000

VIA FEDERAL EXPRESS

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

000710-TI

Re: Application of Madison River Communication, LLC for Authority to Provide Resold and Facilities-Based Intrastate, Interexchange Telecommunications Service

Dear Sir or Madam:

Enclosed is an original and six (6) copies of an application for authority to provide interexchange telecommunications service, along with the Applicant's proposed tariff for approval. The application fee of \$250.00 is also enclosed.

The Applicant's financial information is considered confidential; therefore, one copy of this information is being provided under seal.

To confirm your receipt, please date stamp the attached copy of this letter and return it in the self-addressed stamped envelope provided.

Thank you for your assistance. If you have any questions I can be reached at (512) 343-2544.

Sincerely,

Jean M. Langkop
Authorized Representative
Madison River Communications, LLC

Enclosure

JML/cmnp

cc: Mr. Michael T. Skrivan, Madison River Communications, LLC

DOCUMENT NUMBER-DATE

3721 EXECUTIVE CENTER DRIVE, SUITE 200 AUSTIN, TX 78731-1619
VOICE 512.343.2544 FAX 512.343.0119
WWW.CHRSOLUTIONS.COM

07210 JUN 13 8

ATLANTA - AUSTIN - DALLAS - LUBBOCK - MINNEAPOLIS - NORMAN - PHOENIX - PORTLAND - RICHMOND - TAMPA - WASHINGTON DC
FPSC-RECORDS/REPORTING



June 12, 2000

VIA FEDERAL EXPRESS

DEPOSIT DATE
D308 JUN 14 2000

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

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Sincerely,

Jan M. Lavakas

CHR SOLUTIONS, INC.

THE MERIDIAN
2711 LBJ FRWY, SUITE 560
DALLAS, TX 75234
(972) 484-2323

COMPASS BANK
DALLAS, TEXAS 75240
88-744-1119

33508
033508

*TWO HUNDRED FIFTY DOLLARS AND NO CENTS

DATE AMOUNT
06/09/00 *****250.00*

PAY TO THE ORDER OF

Florida Public Service Comm.
Division of Records and Report
2540 Shumard Oak Blvd.
Tallahassee FL 32399-0850

VOID AFTER 120 DAYS

Carol Hutton

⑈033508⑈

Security features included. Details on back.