

**\*\* 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**

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**

<b>DEPOSIT</b>	<b>DATE</b>
D3260	JUL 18 2000

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

AMP  
CAF  
CMP  
COM  
CRR  
ECR  
LEG  
OPC  
PAI  
RGO  
SEC  
SER  
OTH

**PATRIOTCOM**  
2500 E. HALLANDALE BEACH BLVD.  
SUITE 800  
HALLANDALE, FL 33009

SUNTRUST BANK, SOUTH FLORIDA, N.A.  
HALLANDALE, FL  
63-607/670

213

Memo: Division of Records and Report  
Two Hundred Fifty and 0/100 Dollars

Jul 7, 2000 \*\*\*\*\*AMOUNT \$250.00\*

PAY  
TO THE ORDER OF: Florida Public Service Com  
2540 Shumard Oak Blvd  
Tallahassee, FL 32399-0850

DOCUMENT NUMBER - DATE

08591 JUL 178

AUTHORIZED SIGNATURE S/REPORTING

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

**DIVISION OF TELECOMMUNICATIONS  
BUREAU OF CERTIFICATION AND SERVICE EVALUATION**

ORIGINAL

000869-77

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

MAIL ROOM  
00 JUL 17 2000  
IN 106 03

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(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**

DOCUMENT NO.  
08591-00  
7/17/00

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

Initials of person who forwarded check:  
LL

2000 JUL 17 AM 9:50  
DIVISION OF TELECOMMUNICATIONS  
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

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

**Original certificate** (new company).

**Approval of assignment/transfer 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:

PatriotCom Inc

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

PatriotCom Inc

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

2500 E Hallandale Bch Blvd

Suite 800

Hallandale, Fl 33009

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

2500 E Hallandale Bch Blvd

Suite 800 Hallandale, Fl 33009

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 type="checkbox"/> Other <u>Delaware Corp: Fl Foreign Corp</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:**  
Not Applicable ... Company Delaware Corp.

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

(a) **The Florida Secretary of State Corporate Registration number:**  
F00000002540

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:** Not Applicable .... using Corporate name

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

(a) **The Florida Secretary of State registration number:** N/A

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

Name: Delaware Corporation \_\_\_\_\_

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:** N/A

15. Provide **F.E.I. Number** (if applicable): 65 0995129

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:** Not Applicable

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

(c) How is this information provided?

Paper Bill

17. Who will receive the bills for your service?

(X) Residential Customers

( ) PATs providers

(X) Hotels & motels

(X) Business Customers

( ) PATs station end-users

( ) Hotel & motel guests

(X) Universities ( ) Universities dormitory residents  
( ) Other: (specify)\_\_\_\_\_

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

(a) The application:

**Name:** Richard L. Vega

**Title:** President

**Address:** 2500 E Hallandale Bch Blvd Suite 800

**City/State/Zip:** Hallandale, Fl 33009

**Telephone No.:** 954-455-1223 **Fax No.:** 954-455-1254

**Internet E-Mail Address:** rlvega@patriotcom.net

**Internet Website Address:** www.patriotcom.net

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

**Name:** Richard L. Vega

**Title:** President

**Address:** 2500 E Hallandale Bch Blvd Suite800

**City/State/Zip:** Hallandale, Fl 33009

**Telephone No.:** 954-455-1223 **Fax No.:** 954-455-1254

**Internet E-Mail Address:** rlvega@patriotcom.net

**Internet Website Address:** www.patriotcom.net

(c) Complaints/Inquiries from customers:

**Name:** Joseph P Kohut

**Title:** Director of Business Development

**Address:** 2500 E Hallandale Bch Blvd Suite 800

**City/State/Zip:** Hallandale, Fl 33009

**Telephone No.:** 954-455-1223 **Fax No.:** 954-455-1254

**Internet E-Mail Address:** jpkohut@patriotcom.net

**Internet Website Address:** www.patriotcom.net

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None

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

None

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

None

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

None

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

None



None

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

None

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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.

None

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(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.

None

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

a. N/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. N/A **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. N/A **MTS for pay telephone service providers**

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

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

g. N/A **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**

- N/A  Method of access is 950
- Method of access is 800

j. N/A **900 service**

k.  **Operator services**

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

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.

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

**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.

**\*\* 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:**

<hr/>	
Signature	Date
Richard L. Vega	954-455-1223
Title	Telephone No.
Address: 2500 E Hallandale Bch Blvd	954-455-1254
Suite 800	Fax No.
<hr/>	
Hallandale, Fl 33009	
<hr/>	

**ATTACHMENTS:**

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

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

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

I, (Name) Not Applicable,

(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:**

<hr/>	
Signature	Date
President	954-455-1223
Title	Telephone No.
Address: 2500 E Hallandale Bch Blvd	954-455-1254
Suite 800	Fax No.
<hr/>	
Hallandale, Fl 33009	
<hr/>	
<hr/>	
<hr/>	

**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 services begin?

Not Applicable

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

Not Applicable

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**UTILITY OFFICIAL:**

<hr/>	
Signature	Date
Richard L. Vega	954-455-1223
Title	Telephone No.
Address: 2500 E Hallandale Bch Blvd	954-4551254
Suite 800	Fax No.
Hallandale, Fl 33009	
<hr/>	



**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	Date
President	954-455-1223
Title	Telephone No.
Address: 2500 E Hallandale Bch Blvd	954-4551254
Suite 800	Fax No.
Hallandale, Fl 33009	


Question # 23

A) Financial capability.

PatriotCom Inc does not have audited financial statements.

By signing this document, I Richard L. Vega as Chief Executive Officer of PatriotCom Inc, do hereby affirm that the attached financial statements are true and correct

Richard L. Vega

  
Chief Executive Officer

Date 7/6/00

- 1) We believe that the financial resources available to us as a company from our partners, investors, Cisco Systems and Nortel Networks will be sufficient and will enable us to provide the requested services.
- 2) We believe that the financial resources available to us as a company from our partners, investors, Cisco Systems and Nortel Networks will be sufficient and will enable us to maintain the requested services.
- 3) We believe that the financial resources available to us as a company from our partners, investors and anticipated sales will be sufficient and will enable us to meet our lease and ownership obligations.

B) Managerial capability Please see attached resumes.

C) We have contracted out our technical maintenance to GTE.

Richard L. Vega

Date/Place of Birth

December 31, 1964 New York City, NY

Married, One Child

Education

September 1989-June 1992 Columbia University

September 1988-June 1989 Dowling College

Work Experience

March 2000-Present PatriotCom Inc Hallandale, Fl

*President/CEO*

- Developed strategic plan and go-to-market strategy for the line of products and services, building on personal past experience and the available skills and of the organization to facilitate the transition to a CLEC.
- As President I will drive the development and delivery of new and improved services, drawing from past and current technological and market shifts.
- Responsibilities include negotiating with various hardware vendors and service support organizations.

July 1997-March 2000 Patriot Communications, Inc Coral Springs, Fl

*President-Owner*

As the president of Patriot Communications most of the past two and a half years has been spent on researching the convergent communications market place. Research consisted of developing a through understanding of the south Florida market place for communications services. Formulated sales and marketing strategies and developed a complete business plan to enter the local telephone market.

1995-1998 Telecarrier Network Group

NYC, NY

*A Communications Consulting Company. Master agent for Sprint, Telco, Frontier, Winstar and NYNEX. Telecarrier sold local and long-distance telecommunication services to medium and large businesses. Those products included: switched and dedicated local and long distance, optional local services offerings (i.e. V-Mail, etc.), Centrex services, Dedicated Internet Access, Web Hosting, Virtual Server Hosting Services and Server Co-Location Services.*

*President*

In my capacity as President, I was responsible for leading the direction of the company. I Formulated sales and marketing strategies and oversaw the implementation of the outlined strategies. Achieved significant sales increases by formulating sales strategies and coaching Sales managers to redirect the activity of the Sales Teams. This move compressed the sales cycle and enabled the sales force to focus on selling the services. Responsibilities included ongoing negotiations with the various long distance and local telephone companies.

- Interviewed prospective employees.
- Developed an extensive sales and service training program.
- Assembled yearly budgets and projected sales goals.
- Conducted quantitative market analyses to identify customer needs and develop service requirements.
- Charged with full P&L responsibility.
- Reduced costs by 20% by introducing service order flow management methods, formalizing processes for processing, pricing, promotion, and provisioning.
- Organized and led a marketing team to establish roles and responsibilities across service lines, markets and vendors resulting in elimination of unfulfilled customer service request.

1993-1995 Teleservice Partners ltd

Melville, NY

*A Communications Consulting Company. Agent for Sprint and Telco. Teleservice sold long-distance telecommunication services to medium and large businesses. Those products included: switched services, dedicated long distance and local loops.*

1985-1987 New York City Police Department

NYC, NY

- Youngest appointed Police Officer.
- Recognized for outstanding Police work and Bravery.
- Injured in the line of duty.
- Disability retirement June 1987

# Sandy Sylvan Segal

## Date/Place of Birth:

August 8, 1956 Washington D.C.  
Married, Two Children

## Education:

JD 1982, University of Miami, Coral Gables, FL  
BBA 1978, University of Miami, Coral Gables, FL

## Professional Associations / Licenses:

General Contractor State of Florida, 1980	CGC 016845
Pool Contractor State of Florida, 1992	CPC 055632
Florida Bar Association	366463
American Bar Association	98694510
Builders Association of South Florida (BASF)	
Real Estate Broker State of Florida	0160728

## Work Experience:

### Atlantic Coast Development Corporation

1974 - Present

7550 W 2d Court, Hialeah, FL 33142

19501 NE 10th Ave, Suite 306, NMB, FL 33179

(305) 654-0537

Builders and Developers of High Rise Office and Residential Projects as well as Industrial Parks.  
Job title and functions include: Vice President, Project Manager, and Clerk of the Works.

### Coastline Building Corporation

1974 - Present

2500 East Hallandale Beach Blvd.,  
Suite 800

(954) 455-1223

Hallandale, FL 33009

Builders and Developers of Residential Projects as well as Office and Warehouse Parks.

Job title and functions include: President, General Contractor, Office Manager, Field Manager,  
and Quality Control.

### Gulfstream Investments Corporation

1980 - Present

2500 East Hallandale Beach Blvd., Suite 707

(954) 456-2500

Hallandale, FL 33009

Real Estate Company primarily in South Florida.

Job title and functions include: President, Chief Executive Officer, Qualifying Real Estate Broker.

### Grand Palms Golf and Country Club Resort

1983 - Present

110 Grand Palms Drive

(954) 437-8664

Pembroke Pines, FL 33027

A Country Club Resort Community.

Job title and functions include: Executive Vice President, Secretary and Treasurer, Chief  
Financial Officer and Assistant General Manager.

### Tennessee Greystone Inc.

1996 - Present

7058 East Lamar Alexander Highway

Townsend, TN 37882

Vacation Resort Community. Also stone and marble harvesting with sales and marketing.

Job Title: Owner and Chief Executive Officer

### Coastline Communications Corp.

1989 - 1997

2500 East Hallandale Bch Blvd., Suite 800

(954) 455-1223

Hallandale, FL 33009

Security and Fire Alarm company for installation, maintenance and monitoring of commercial  
and residential systems. Also provide services for other low voltage installations.

Job title: Owner and Chief Financial Officer.

**TITLE SHEET****FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by PatriotCom Inc., with principal offices at 2500 E. Hallandale Beach Blvd, Hallandale, Fl 33009. 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: July 6, 2000****EFFECTIVE: July 6, 2000****By:**

**Richard L. Vega President  
PatriotCom Inc.  
2500 E Hallandale Bch Blvd  
Suite 800  
Hallandale, Fl 33009**

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**CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

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

ISSUED: July 6, 2000

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2500 E Hallandale Bch Blvd  
Suite 800  
Hallandale, Fl 33009

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ISSUED: July 6, 2000

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By:

Richard L. Vega President  
PatriotCom Inc.  
2500 E Hallandale Bch Blvd  
Suite 800  
Hallandale, Fl 33009



**SYMBOLS SHEET**

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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ISSUED: July 6, 2000

EFFECTIVE: July 6, 2000

By:

Richard L. Vega President  
PatriotCom Inc.  
2500 E Hallandale Bch Blvd  
Suite 800  
Hallandale, Fl 33009

**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 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 page in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of 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) . (l) .

**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 this page 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 I - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Company or Carrier - PatriotCom Inc.

Customer - the person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, Christmas Day.

Night/weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

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**SECTION 2 - RULES AND REGULATIONS continued****2.2 Limitations (Cont.)**

- 2.2.3 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.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier for the Florida Public Service Commission.

**2.3 Liabilities of the Company**

- 2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.
- 2.3.2 The Company shall be indemnified and held harmless by the customer against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
  - (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

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**SECTION 2 - RULES AND REGULATIONS continued****2.4 Interruption of Service**

2.4.1 Credit allowance for the interruption of service which is not due to The Company's testing or adjusting, negligence or the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, if any, furnished by the customer 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

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 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

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**SECTION 2 - RULES AND REGULATIONS continued****2.5 Disconnection of Service by Carrier**

The company (carrier), upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 The company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.
- 2.5.5 Service may be disconnected without notice for tampering with company equips for interfering with service to other customers, or for fraud.

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**SECTION 2 - RULES AND REGULATIONS continued****2.6 Deposits**

The Company may require a one month deposit from the customer.

**2.7 Advance Payments**

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

**2.8 Taxes**

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

**2.9 Billing of Calls**

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Timing of Calls****3.1.1 When Billing Charges Begin and End For Phone Calls**

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i. e - when 2 way communication, often referred to as "conversation time,, is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision- is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

**3.1.2 Billing increments**

The minimum call duration for billing purposes is 18 Seconds for a connected call and calls beyond 18 Seconds are billed in 6 Second increments.

**3.1.3 Per Call Billing Charges**

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

**3.1.4 Uncompleted Calls**

There shall be no charges for uncompleted calls.

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**SECTION 3 - DESCRIPTION OF SERVICE continued****3.2 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 rate 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 NERCA Tariff No. 4.

**FORMULA:**

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

**3.3 Minimun Call Completion Rate**

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

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**SECTION 3 - DESCRIPTION OF SERVICE continued****3.4 Service Offerings****3.4.1 PatriotCom Long Distance Service**

PatriotCom Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in 18 Second Minimums with 6 Second increments. No monthly recurring charges or minimum monthly billing requirements apply.

**3.4.2 PatriotCom 800/888 (Inbound) Long Distance Service**

PatriotCom 800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a eighteen second minimum call duration. No monthly recurring charges apply. A \$10.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

**3.4.3 PatriotCom Calling Card Service**

PatriotCom Calling Card Service is a calling card service offered to residential and business customers who subscribe to the Bogus Long Distance Service calling plan. Customers using the Carrier's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges. No calling card surcharge applies.

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**SECTION 3 - DESCRIPTION OF SERVICE continued****3 . 4 . 4      Operator Services**

The Company' s operator services are provided to residential and business customers who "presubscribe" to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

**3.4.4.A      Operator Dialed Surcharge**

This surcharge applies to Operator Station and Person-to- Person rated calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1)      Calls where a customer cannot otherwise dial the call due to defective equipment or trouble on the PatriotCom Inc. network; and
- 2)      Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The operator Dialed Surcharge applies in addition to any other applicable operator charges.

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**SECTION 4 – RATES****4.1 PatriotCom Long Distance Service**

Rate per minute - \$0.10.

Plan is billed in six second increments with a eighteen second minimum

**4.2 PatriotCom 800/888 (Inbound) Long Distance Service**

Rate per minute - \$0.12.

Plan is billed in six second increments with a six second minimum.

**4.3 PatriotCom Calling Card Service**

Rate per minute - \$0.20.

Plan is billed in full minute increments.

**4.4 Operator Services (For presubscribed customers)**4.4.1 Usage Rates: The appropriate rate found under 4.1 or 4.3 shall apply.4.4.2 Operator Charges:

Collect Station-to-Station	\$1.00
Collect Person-to-Person	\$3.25
Person-to-Person	\$3.25
Station-to-Station	\$1.00
Customer Dialed Calling Card	\$1.00
Operator Dialed Calling Card	\$1.75
Operator Dialed Surcharge	\$1.75

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**SECTION 4 - RATES Continued****4.5 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.

**4.6 Payment of Calls****4.6.1 Late Payment Charges**

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

**4.6.2 Returned Check Charges**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.

**4.7 Restoration of Service**

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

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**SECTION 4 - RATES continued****4.8 Special Promotions**

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates, and be made part of this tariff.

**4.9 Special Rates For The Handicapped****4.9.1. 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.

**4.9.2. 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.

**4.9.3 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 except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 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 5 – PROMOTIONS AND CONTRACT SERVICES****5.1 Special Promotions**

Company may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.

**5.2 Contract Services**

At the option of the Company, services 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 the Company and may include discounts off the rates contained herein, waiver or recurring or nonrecurring charges, 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 after the initial offering to the first contract Customer for any given set of terms.

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