

ORIGINAL

COMPETITIVE COMMUNICATIONS GROUP

December 3, 1998

Florida Public Service Commission
Division of Communications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

RE: Telecommunications Cooperative Network, Inc.

981812-TI

Enclosed for filing, please find an original and six (6) copies of the Application to Provide Interexchange Telecommunications Service Within the State of Florida for the above named corporation.

Please date stamp and return the extra copy of this transmittal letter in the postage paid envelope provided.

If you have any questions, please contact Sharon McDonald at 301-699-5300. Thank you.

Sincerely,

Doug Dawson/SIM

Doug Dawson
Consultant to Telecommunications
Cooperative Network, Inc.

Cc: David Altshuler

DOCUMENT NUMBER - DATE

13710 DEC-4 1998

FPSC-RECORDS/REPORTING

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.
- (X) Operator Service Provider - company provides or plans to provide alternative operator services for IXC's; 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.
- (X) 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.

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

N/A

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. N/A

(a) The Florida registration number: _____

15. Provide FEID Number (if applicable): 04-3417638

16. Provide the following (if applicable):

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

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

Name : _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

(c) How is this information provided?

Monthly statement

18. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

TCN has not operated as an interexchange
Telecommunications company.

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

ME, MA, NY, RI, VT, CT, MD, PA, DE

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

All applications are currently pending.

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

TCN has not been denied certification in any state.

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

None.

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

None.

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

l. Services included are:

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

21. 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 Exhibit B

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

David Attshuler
Signature

12/3/98
Date

President
Title

617-234-2100
Telephone No.

Address: 20 University Rd.
4th Floor
Cambridge, MA 02138

617-354-4500
Fax No.

Exhibit A

State of Florida



Department of State

I certify from the records of this office that TELECOMMUNICATIONS COOPERATIVE NETWORK, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on August 24, 1998.

The document number of this corporation is F98000004818.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-fourth day of August, 1998



CR2EO22 (2-95)



Sandra B. Mortham
Secretary of State

Exhibit B

Telecommunications Cooperative Network, Inc.

**TARIFF FOR RESOLD INTRASTATE MESSAGE
TELECOMMUNICATIONS AND OPERATOR SERVICES**

This Tariff describes generally the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services. Service is provided by Telecommunications Cooperative Network, Inc. with principal offices at 20 University Rd., 4th Floor, Cambridge, MA 02138. 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.

Issued:

Issued by:

David Altshuler/President
Telecommunications Cooperative Network, Inc..
20 University Rd., 4th Fl.
Cambridge, MA 02138

Effective:

Original Page 1

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

CHECK SHEET

The title page and pages 1 through 33 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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7	Original	32	Original		
8	Original	33	Original		
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25	Original				

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate of regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

I. GENERAL

1.1 Application of Tariff

1.1.A This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications and Operator Services, hereinafter referred to as "Service", by Telecommunications Cooperative Network, Inc., hereafter referred to as the "Company", from its points of presence in the State of Florida to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

1.1.B The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.A Access Code

A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

1.2.B Aggregator

Any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for Intrastate telephone calls using a provider of operator services.

1.2.C Application for Service

A standard order form including all pertinent billing, technical, and other descriptive information enabling the Company to provision the Service requested.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.2 Definitions (Con'd)

1.2.D Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

1.2.E Common Carrier

A company or entity providing telecommunications services to the public.

1.2.F Company

Telecommunications Cooperative Network, Inc., unless the context indicates otherwise.

1.2.G Consumer

A person initiating any Intrastate telephone call.

1.2.H Customer

Any individual, partnership, association, trust, corporation, cooperative, governmental agency or other entity utilizing the Services provided by the Company on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Tariff.

1.2.I Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.J Department or Commission

Florida Public Service Commission

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.2 Definitions (Cont'd)

1.2.K Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.L Domestic Message Telecommunications Service (MTS)

The term "Domestic Message Telecommunications Service" denotes the furnishing of station-to-station direct dial Intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points as specified herein.

1.2.M Equal Access

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

1.2.N Equal Access Code

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

1.2.O Local Exchange Carrier (LEC)

A Telephone Company which furnishes local exchange services.

1.2.P Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

1. GENERAL

1.2 Definitions (Cont'd)

1.2.Q Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.R Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

1.2.S Service

The offerings provided by the Company to the Customer under this Tariff.

1.2.T Subscriber

An Aggregator that selects the Company as the presubscribed provider of operator services for one or more locations within that Aggregator's control.

1.2.U Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

1.2.V Telecommunications

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

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.2 Obligations of the Customer

- 2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.
- 2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.
- 2.2.C Subject to availability, the Customer may use specific codes to identify the users groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.
- 2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.
- 2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.
- 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
- 2.2.J.1 Using the Service for any purpose in violation of any law.
- 2.2.J.2 Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
- 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.

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2. RULES AND REGULATIONS

2.2 Obligations of the Customer (Cont'd)

2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

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2. RULES AND REGULATIONS

2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.

2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.

2.4.C The amount of toll service usage the Customer was billed for the two (2) months immediately preceding the request for Service if such information is applicable and available.

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Effective:

2. **RULES AND REGULATIONS**

2.5 **Charges and Payments for Service or Facilities (Cont'd)**

2.5.B **Description of Payment and Billing Periods**

- 2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- 2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.
- 2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures. These procedures shall be consistent with all applicable statutes, rules and regulations.

2.5.C **Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges**

- 2.5.C.1 Sales tax is covered by state statute. Any additional applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.
- 2.5.C.2 In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.G Credit Allowances/Service Interruptions

- 2.5.G.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- 2.5.G.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- 2.5.G.3 The Customer shall notify the Company of Service failure or equipment failure. The Customer shall make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- 2.5.G.4 Only those portions of the Service or equipment operation disabled will be credited.
- 2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.5 Charges and Payments for Service or Facilities (Cont'd)

2.5.H Service Interruption Measurement

2.5.H.1 Credit Allowance

In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for those Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

The credit allowance formula is as follows:

$$\frac{A}{720} \times B = \text{Credit Allowance}$$

A= Duration of service interruption measured in hours.

B= Company's fixed monthly charges for each interrupted service.

A period of time less than six (6) hours shall not be credited. In no case shall the credit exceed the total monthly charges. No adjustments will be made for periods of noncontinuous interruptions, and no other liability shall attach to the Company in consideration of such interruption to Service.

2.5.H.2 Customer Interruptions

A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. **RULES AND REGULATIONS**

2.6 **Termination or Denial of Service by the Company**

2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

2.6.A.1 In the event such Customer or its agent: (a) willfully damages Company equipment and/or interferes with use of Company Service by other Customers; (b) unreasonably places capacity demands upon the Company's facilities or Service; (c) violates any statute or provision of law, any rule or regulation of any state or federal regulatory agency relating to communications; (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

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INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.7 Special Services

2.7.A General

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

2.7.B When Applicable

Special Services rates apply in the following circumstances:

- 2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- 2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required;
- 2.7.B.3 Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4 When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- 2.7.B.5 If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

Issued:

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David Altshuler/President
Telecommunications Cooperative Network, Inc.,
20 University Rd., 4th Fl.
Cambridge, MA 02138

Effective:

INTRASTATE MESSAGE TELECOMMUNICATIONS AND OPERATOR SERVICES

2. RULES AND REGULATIONS

2.7 Special Services (Cont'd)

2.7.C Cancellation

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order prior to the Service start date, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to Customer request for such proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the Service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

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2. RULES AND REGULATIONS

2.10 Inspection, Testing and Adjustment

2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds four (4) hours in length.

2.11 Directory Assistance

2.11.A Directory Assistance will be provided by the Company as part of the Service furnished by the Company. The Customer will be billed usage at the appropriate rate when a call is placed from its telephone to directory assistance.

2.12 Customer Complaints and Billing Disputes

2.12.A Customer complaints and billing disputes not satisfactorily resolved may be presented by the Customer to the FL PSC.

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3. DESCRIPTION OF SERVICE

3.3 Timing of Calls

- 3.3.A Unless otherwise indicated in this Tariff, following the initial sixty (60) seconds, calls are timed in six (6) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer. If charged in error, the Customer will be credited. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.3.B The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- 3.3.C The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- 3.3.D There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls in progress longer than sixty (60) seconds will be presumed answered.
- 3.3.E Domestic Message Telecommunications Service rates are quoted in terms of initial and additional increments. The initial increment is the first sixty (60) seconds after connection is made. The additional increments are each six (6) seconds or any fraction thereof after the initial minute.
- 3.3.F The time of day at the calling party rate center determines what Time-of-Day rate period applies.

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3. DESCRIPTION OF SERVICE

3.6 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission.

3.7 Dialed Domestic Message Telecommunications Services

3.7.A Dialed Domestic Message Telecommunications Services are measured use, full time services and are offered on a monthly basis, utilizing Intrastate communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, these Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.

3.7.B Depending upon the service option chosen by the Customer, the charges for the use of such domestic Intrastate communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

3.7.C All Customers shall be charged the rates identified in Section 4.2.A for Residential Customers and in Section 4.2.B for Business Customers.

3.8 Calling Card Service

3.8.A Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the domestic United States through the use of a specific "1-800" telephone number provided by the Company. See Section 4.2.C, herein for rates.

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3. DESCRIPTION OF SERVICE

3.9 Operator Service

3.9.A Operator Assisted calls consist of Collect Calls, Third Party Calls, Calling Card Calls, Room Charge Calls and Person to Person Calls. These calls shall be billed based on a measured usage charge element dependant on duration, distance and time of day and a fixed surcharge element which is dependant on the type of billing selected. See Section 4.2.D, herein for rates.

4. RATES AND CHARGES

4.1 Returned Check Charge

Customer payments by check returned for insufficient funds, or otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed.

Per Occurrence \$ 30.00

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4. RATES AND CHARGES

4.2 Rate Schedules (Cont'd)

4.2.A Business Direct Dial Service (con't)

1. Per Minute of Use Rates

Outbound Dedicated

Monthly Bill	Month to Month	1 Year	2 Years
\$601 - \$1000	\$0.090	\$0.087	\$0.084
\$1001 - \$2500	\$0.087	\$0.084	\$0.081
\$2500 +	\$0.084	\$0.081	\$0.078

Inbound Dedicated

Monthly Bill	Month to Month	1 Year	2 Years
\$601 - \$1000	\$0.078	\$0.075	\$0.072
\$1001 - \$2500	\$0.075	\$0.072	\$0.069
\$2500 +	\$0.072	\$0.069	\$0.066

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4. RATES AND CHARGES

4.2 Rate Schedules (Cont'd)

4.2.C Calling Card Service

1. Availability of Service

The Company issues the Telecommunications Cooperative Network Inc. Calling Card and also allows Customers to utilize Calling Cards of other carriers.

2. Telecommunications Cooperative Network Inc. Calling Card

Calling Card Calls completed with the Telecommunications Cooperative Network, Inc. Calling Card are available at the rates specified below.

Per Minute Rate \$0.20

4.2.D Operator Service Charges

1. Calling Cards

Dial Calling Cards	\$0.35 / per occurrence
Operator Assisted	\$0.60 / per occurrence

2. Collect Call \$1.80 / per occurrence

3. Third Party Call \$1.85 / per occurrence

4. Person to Person \$4.14 / per occurrence

5. Operator Dialed \$0.88 / per occurrence

6. Toll \$0.70 / per occurrence

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Exhibit C

The following financial information is provided as evidence, that Telecommunications Cooperative Network, Inc. has sufficient capability to provide and maintain the provision of resold interexchange service throughout the state of Florida.

TCN**Income Statement**

	9 Months Ending 9/30/98
Revenue	
WorldCom	1,979,583
Westinghouse	627,294
Consulting	34,448
Other	14,190
Subtotal	<u>2,655,515</u>
Commissions	404,431
Total Revenue	<u>3,059,946</u>
Cost of Goods Sold	
WorldCom	1,243,524
Westinghouse	588,865
Consulting	20,015
Other	18,050
Billing	115,283
Total	<u>1,985,737</u>
Gross Operating Income	1,074,209
Expenses	
Salaries	280,473
Insurance	21,777
Other	571
Rent	55,381
File Storage	3,504
Office Supplies	4,110
Computer Supplies	5,544
Equipment Rental	461
Equipment Maintenance	973
Copying	125
Business Insurance	6,714
Lockbox	9,778
Payroll Fees	2,019
Office Expense	1,832

Exhibit D

David Altshuler

David Altshuler is Executive Director of Telecommunications Cooperative Network ("TCN"). David is responsible for all aspects of TCN's telecommunications and technology products and services. David is also active as a term trustee of The John Merck Fund whose program areas include the environment, population policy, human rights, international peace and security, economic development, and medical research. He is also a member of the finance committee that oversees the management of a \$200 million portfolio invested globally.

Previously, David was President and Chief Technical Officer of Mutual Analytics, a finance and computer technology consulting firm whose clients include Merrill/Lynch, Goldman/Sachs, and the Calvert Group. In addition to his industry and non-profit experience, David holds an adjunct appointment on the faculty of The Law School at the University of Pennsylvania and The Wharton School where he has taught finance and technology related courses.

David is a member of the Council on Foreign Relations and he holds undergraduate and graduate degrees from Williams College and The Wharton School, respectively.

David Richie

David Richie is the Operations Manager for Telecommunications Cooperative Network. He has been the Manager of Information Services for The Center for Reproductive Law and Policy where he managed a multi-office WAN with full Internet capabilities. Previously, he worked for Greenpeace where he managed Information Services for North America. He served as the Operations Manager for UN Development Program where he was responsible for the support of over two thousand desktops and technical services for LAN/WAN, Voice/Data, mainframe and PBX telephone issues on a global basis. He also served as the Manager of IS for the United Nations Non-Governmental Liaison Service Organization. He has managed projects from Asia to Africa and throughout the United States.

DEPOS
D040

DATE
DEC 04 1998

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

Original certificate (new company).

981812-TI

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:

Telecommunications Cooperative Network, Inc.

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

Applicant will not use a fictitious name.

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

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DOCUMENT NUMBER - DATE

13710 DEC-48

FPSC-RECORDS/REPORTING