AMREG

6635 West Commercial Boulevard • Suite 220 Ft. Lauderdale, Florida 33319-2100

December 9, 1998

Florida Public Service Commission Division of Administration 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0866

Re: Compass Telecommunications Incorporated

Dear Sir or Madam:

On behalf of our client Compass Telecommunications Incorporated and attached hereto please find an original and six (6) copies of an Application to Provide Alternative Local Exchange Service within the State of Florida and Florida Price List Number 1.

Also enclosed is check in the amount of \$250.00 for the required filing fee.

Please direct questions, comments, notices or correspondence regarding the above referencea filing to:

Michael Koslen, Director of Regulatory Affairs American Regulatory Services Corp. 6635 West Commercial Blvd, Suite 220 Ft. Lauderdale, Florida 33319 (954) 718-0056.

For purposes of verification of receipt, I have provided an additional copy of this cover letter. Please date stamp and return to me in the stamped self addressed envelope provided.

Sincerely yours

Michael Koslen Director of Regulatory Affairs

MSK/kk

Enclosures

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

Initial of person who forwarded oneo

PAY TO THE ORDER OF BARNETT BANK TALLAHASSEE, FL 32301 063105683 FOR DEPOSIT ONLY STATE TREASURER OF FLORIDA PUBLIC SERVICE COMMISSION FINANCE & ACCOUNTING LOCATION #6100300G20 1009068681

DOCUMENT NUMBER-DATE

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CIN 11 700 86

Telephone Number: [954] 718-0056 + Faxt [954] 718-0280

PSC-RECORDS/REPURTING

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6635 West Commercial Boulevard • Suite 220 FL Lauderdale, Florida 33319-2100

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D046	DEC 1 4 1998		

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1-1-1 2-100 3/755

Sincerely yours

Michael Koslen

Director of Regulatory Affairs

MSK/kk

Enclosures



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

APPLICATION FORM

for

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

INSTRUCTIONS

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

Florida Public Service Commission Division of Communications Certification & Compliance Section 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0866 (850) 413-6600

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





- This is an application for √ (check one):
 - () Original authority (new company)
 - () Approval of transfer (to another certificated company)

Example, a certificated company purchases an existing company and desires to retain the original certificate authority.

 Approval of assignment of existing certificate (to a noncertificated company)

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 for transfer of control (to another certificated company) <u>Example</u>, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.
- 2. Name of applicant:

COMPASS TELECOMMUNICATIONS INCORPORATED

- 3. Name under which the applicant will do business (d/b/a):
- 4. If applicable, please provide proof of fictitious name (d/b/a) registration.

Fictitious name registration number:

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

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

Corporate charter number: F98000005433

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

Steven Quinn, Vice President

Compass Telecommunications, Incorporated

7001 N. Scottsdale Road / Scottsdale, Az 85260

(602)367-8008 - Fax

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

Application pending in New York

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

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

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

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

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

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

- B. Managerial capability.
- C. Technical capability.

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



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

 (to a noncertificated company)
 <u>Example</u>, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.
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- 2. Name of applicant:

COMPASS TELECOMMUNICATIONS INCORPORATED

- Name under which the applicant will do business (d/b/a):
- If applicable, please provide proof of fictitious name (d/b/a) registration.

Fictitious name registration number:



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

COMPASS TELECOMMUNICATIONS, INCORPORATED

7001 N. Scottsdale Road

Scottsdale, Az 85260

(602) 367-8000

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

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		-		

6. Structure of organization: √ Check appropriate box(s)

- () Individual
- () Foreign Corporation
- () General Partnership
- () Joint Venture
- (x) Corporation
 -) Foreign Partnership
 -) Limited Partnership
 -) Other, Please explain
- If applicant is an individual, partnership, or joint venture, please give name, title and address of each legal entity.

1

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

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

Corporate charter number: F98000005433

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

Steven Quinn, Vice President

Compass Telecommunications, Incorporated

7001 N. Scottsdale Road / Scottsdale, Az 85260

(602)367-8008 - Fax

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

Application pending in New York

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

 Have penalties been imposed against the applicant in any other state? If so, please list the state and reason for penalty.

14. Please indicate how a customer can file a service complaint with your company.

Customer can call a Tol' Free 800 number for customer

service

No

No

800-741-5104

 Please complete and file a price list in accordance with Commission Rule 25-24.825.(Rule attached)

 Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

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

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

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

- Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
- Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
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- B. Managerial capability.
- C. Technical capability.

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

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Fiorida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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

Official:

Signature

Title:

(602) 367-8000 Telephone Number

Address:

Compass Telecommunications, Incorporated

7001 N. Scottsdale Road

Scottsdale, Az 85260

Florida Price List No. 2 Original Sheet 1

Effective:

TITLE SHEET Florida Telecommunications Price List

This price list contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for the telecommunications services provided by Compass Telecommunications, Incorporated with principal offices at 7001 N. Scottsdale Road, Scottsdale, Az 85260. This price list applies for services furnished within the State of Florida. This price list 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:





Florida Price List No. 2 Original Sheet 2

CHECK SHEET

The sheets listed below, which are inclusive of this price list, 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 price list and are currently in effect as of the date of the bottom of this page.

Sheet	Revision	Sheet	Revision
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
12	Original	36	Original
13	Original	37	Original
14	Original	38	Original
15	Original	39	Original
16	Original	40	Original
17	Original	41	Original
18	Original	42	Original
19	Original	43	Original
20	Original	44	Original
21	Original	45	Original
22	Original	46	Original
23	Original	47	Original
24	Original	48	Original

Issued:

Issued by:

Stephen R. Quinn, Vice President Compass Telecommunications, Incorporated 7001 N. Scottsdale Road Scottsdale, Arizona 85260



Florida Price List No. 2 Original Sheet 3

TABLE OF CONTENTS

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Check Sheet
Table of Contents
Symbols Sheet
Price List Format Sheets
Exchange Service List
Section 1 - Technical terms and abbreviations
Section 2 - Rules, Regulations and Service Quality Criteria
Section 3 - Basic Service Descriptions and Rates
Section 4 - Intralata Toll Usage and Mileage Charges
Section 5 - Supplemental Services
Section 6 - Residential Network Switched Services
Section 7 - Business Network Switched Services

Issued:

Issued by:

Stephen R. Quinn, Vice President Compass Telecommunications, Incorporated 7001 N. Scottsdale Road Scottsdale, Ari ona 85260





Florida Price List No. 2 Original Sheet 4

SYMBOLS SHEET

The following are the only symbols used for the purposes indicated below:

D - Delete or Discontinue

I - Change Resulting In An Increase to A Customers Bill

M - Moved from Another Price List Location

N - New

R - Change Resulting In A Reduction To A Customers Bill

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

Issued:

Issued by:

Stephen R. Quinn, Vice President Compass Telecommunications, Incorporated 7001 N. Scottsdale Road Scottsdale, Arizona 85260



PRICE LIST FORMAT SHEETS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. 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 sheet. 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. 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).I.
	.1.(a).I.(i).
	.1.(a).I.(i).(1)

Issued:

Issued by:

Stephen R. Quinn, Vice President Compass Telecommunications, Incorporated 7001 N. Scottsdale Road Scottsdale, Arizona 85260

Florida Price List No. 2 Original Sheet 6

PRICE LIST FORMAT SHEETS

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.

Issued:

Effective:

Issued by:



EXCHANGE SERVICE LIST

General

A. Basic local exchange service as offered in this Tariff, is comprised of exchange access lines defined as follows:

Exchar 3e Access Line - The serving central office line equipment and all the Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

B. Exchange access lines are subject to the nonrecurring charges specified in this Tariff.

The following is a list, by Local Access and Transport Area (LATA) in which service will be provided:

Florida LATA's

Pensacola	448
Panama City	450
Jacksonville	452
Gainesville	454
Daytona Beach	456
Orlando	458
South Florida	460

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Stephen R. Quinn, Vice President Compass Telecommunications, Incorporated 7001 N. Scottsdale Road Scottsdale, Arizona 85260



Effective:

Section 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Company or Carrier - Compass Telecommunications, Incorporated or Compass

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 price list regulations.

Day - From 8:00 A.M. up to but not including 5:00 P.M. local time Sunday through Friday.

Evenings - From 5:00 P.M. up to but not including 11:00 P.M. local time Sunday through Friday.

Night - From 1100 P.M. up to but not including 8:00 A.M. local time Sunday through Friday and 8:00 A.M. Saturday up to but not including 5:00 P.M. Sunday.

Holidays - Compass Telecommunications recognized holidays are New Years Day, Presidents Day, Memorial Day, July 4th, Labor Day Thanksgiving Day and Christmas Day.

Issued:

Issued by:

Florida Price List No. 2 Original Sheet 9

Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA

2.1 Undertaking Of Compass Telecommunications, Incorporated

Compass Telecommunications services and facilities are furnished for communications originating at pecified points within the State of Florida under terms of this Tariff.

customer shall be responsible for all charges due for such service arrangement customer to allow connection of a customer's location to the Compass Telecommunications service defined in the rules and regulations of the Florida Public Service Commission, when authorized by the customer's agent for ordering access connection facilities provided by other carriers or entities, as legally Compass Telecommunications installs, operates, and maintains the communication services provided herein under in accordance with the terms and conditions set forth under this Tariff. It may act as the 뒁

2.2 Limitations on Liability

2.2.1 Indemnification by Customer

hold the Company harmiess against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, *ci* infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer, and extinguish any claim of infringement, or terminate the claimed infringing use or modify such enjoined, the customer, authorized user or joint user at its option and expense, shall obtain infringement immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to facilities provided by the Company or the customer. In the event any such infringing use is against all other claims arising out of any act or omission of the customer in connection with The customer and any authorized or joint users, jointly and severally shall indemnify, dufend and

Issued:

Issued by:

Stephen R. Quinn, Vice President Compass Telecommunications, Incorporated 7001 N. Scottsdale Road Scottsdale, Arizona 85260

Florida Price List No. 2 Original Sheet 10

Section 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA(Continued)

2.2 Limitations on Liability(continued)

2.2.2 Customer-Provided Equipment

the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to caused by customer-provided equipment or premises wire. persons or property from voltages or currents transmitted over the facilities of the Company The service and facilities furnished by the Company are subject to the following limitations:

2.2.3 Use of Facilities of Other Companies

not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company. When the facilities of other companies are used in establishing a connection, the Company is

2.2.4 Use Of Service

use. persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who customer in the provision of the service. Company, but the customer shall not represent that the Company jointly participates with the is authorized to use its service, and for promptly notifying the Company of any unauthorized Any service provided under this Tariff may be resold to or shared (jointly used) with other The customer may advise its customers that a portion of its service is provided by the

2.5. Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company reasonable wear and tear accepted. The customer is required to reimburse the Company for any whenever requested, within a reasonable period following the request, in good condition, damage caused by agents, employees or independent oss of, or damage to, the facilities or equipment on the customer's prumises, including loss or

Issued:

Effective

Issued by:

Florida Price List No. 2 Original Sheet 11

Section 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

- 22 Limitations on Liability (continued,
- 2.5 contractors of the customer through any negligence Use and Ownership of Equipment (continued)
- 2.6 **Directory Errors**

operator, including errors in the reporting thereof, shall attach to the Company. below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance In the absence of gross negligence or willful misconduct and except for the allowances stated

be given as follows: or mistakes in or omissions of listings obtainable from the directory assistance operator shall An allowance for errors or mistakes in or omissions of published directory listings or for errors

- = Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for omission occurs for the life of the directory or the charge period during which the error, mistake or each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected
- 2 charge period during which the error, mistake or omission occurs. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the
- w in question for each day thereafter that the records remain uncorrected (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic of three business days to make a correction. If the correction is not made in that time, or omission in such records by the subscriber, the Company shall be allowed a period Operator records: For free or charge listings obtainable from records used by the monthly rate for PBX trunks.) credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines directory assistance operator, upon notification to the Company of the error, mistake

Issued

Issued by

Scottsdale, Arizona 85260 7001 N. Scottsdale Road Compass Telecommunications, Incorporated Stephen R. Quinn, Vice President

Florida Price List No. 2 Original Sheet 12

Section 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA(Continued)

2.2 Limitations on Liability (continued)

2.6. Directory Errors (Continued)

1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question. Credit limitation: The total amount of the credit provided for the precoding paragraphs

street or in an incorrect community. extent that an error, mistake or omission of an address places the subscriber on an incorrect particular subscriber's correct telephone number. The terms shall refer to addresses only to the which the Company has failed to correct and where the error affects the ability to locate a or "omission" shall refer to a discrepancy in the directory listing or directory assistance records 3 Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error," "mistake"

9 8 be given upon notice to the Company by the subscriber that such error, mistake or Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall give credit without the requirement of notification by the subscribers the Company to have knowledge of such error, mistake or omission, the Company shall ssion has occurred; provided, however, that when it is administratively feasible for

2.3 MINIMUM PERIOD OF SERVICE

met the minimum period of service obligation. premises entirely, the period of service at each location is accumulated to calculate if the customer has responsible for paying the regular rates for the remainder of the minimum service period. When the If a customer disconnects service before the end of the minimum service period, that customer is must pay the regular tarified rate for the service they subscribe to for the minimum period of service. service is moved within the same building, to another building on the same premises, or to a different The minimum period of service is one month except as otherwise provided in this Tariff. The customer

property, damage to property requiring the premises to be abandoned, or by the If service is terminated before the end of the minimum period of service as a result of condemnation of

Issued:

Issued by:

Stephen R. Quinn, Vice President Compass Telecommunications, Incorporated 7001 N. Scottsdale Road Scottsdale, Arizona 85260

Florida Price List No. 2 Original Sheet 13

Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.3 MINIMUM PERIOD OF SERVICE (Continued)

death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

responsible for the remaining payment for the minimum service period in accordance with the terms minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is If service is switched over to a new customer at the same premises after the first month's service, the under which the service was originally furnished.

2.4 PAYMENT FOR SERVICE RENDERED

2.4.1 Responsibility for All Charges

where any person answering the customer's line agrees to accept such charge calls originating from the customer's premises and for all calls charged to the customer's line regulations from time to time in force and effect. The customer is responsible for all local and toll Company to furnish the facilities or service in accordance with the rates, charges, rules and Any applicant for facilities or service may be required to sign an application form requesting the

2.4.2 Deposits

and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the customer may also be required to deposit a sum up to connection charge paid by the customer. an amount equal to the total charges for service for the minimum service period less any of the estimated local service and intraLATA toll charges for up to two months for the facilities Tariff, any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this

complying with the Tariff regulations for the prompt payment of bills on presentation. Each The fact that a deposit has been made shall in no way relieve the applicant or customer from

Issued:

Issued by:

Stephen R. Quinn, Vice President Compass Telecommunications, Incorporated 7001 N. Scottsdale Road Scottsdale, Arizona \$5260

Florida Price List No. 2 Original Sheet 14

Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.4.1 Responsibility for All Charges (Continued)

2.4.2 Deposits (Coutinued)

Regulations of the Commission pertaining to customer deposits. containing the terms and conditions applicable to deposits, in accordance with the Rules and applicant from whom a deposit is collected will be given a certificate of deposit and circular

2.4.3 Payment of Charges

the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered. results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company. Where an objection to the bill involves a superseded service order, the items and charges appearing on considered, or if the customer has in his or her possession such Company records. If objection Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the the customer overpayment was made, adjusted for any changes in the deposit rate or late classification under which the customer was billed. Interest will be paid from the date when

Issued:

Issued by:

Stephen R. Quinn, Vice President Compass Telecommunications, Incorporated 7001 N. Scottsdale Road Scottsdale, Arizona 85260

Florida Price List No. 2 Original Sheet 15

Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.4 PAYMENT FOR SERVICE RENDERED (Continued)

2.4.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2.4.5 Late Payment Charges

a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.

b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

Late payment charges do not apply to final accounts.

2.4.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be

provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge. Interest shall be paid from the date when overpayment was made, adjusted for any change

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.4 PAYMENT FOR SERVICE RENDERED (Continued)

2.4.6 Customer Overpayments (Continued)

In the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date Company's applicable Late Payment on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.6 SUSPENSION OR TERMINATION OF SERVICE

2.6.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

A .Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.

B.Suspension will not be made until at least 8 days after written notification has been mailed to the customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for

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Section 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.6 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.6.1 Suspension or Termination for Nonpayment (Continued)

through January 1 President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the

2.6.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for

- Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- Nonpayment for service which have not been rendered;
 Nonpayment of any billed charge which is in dispute or f
- may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Company in accordance with Company's complaint handling procedures. Telephone service Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit hich is in dispute during the period before a determination of the dispute is made by the
- 2.6.3 Verification of Nonpayment

required deposit unless: Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a

payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and The Company has verified, in a manner approved by the Public Service Commission, that

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Section 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.6 SUSPENSION OR TERMINATION OF SERVICE (Continued)

2.6.3 Verification of Nonpayment (Continued)

σ The Company has checked the customer's account on the day that suspension or termination the opening of business on that day. is to occur to determine whether payment has been posted to the customer's account as of

2.6.4 Termination For Cause Other Than Nonpayment

a. General

connection(s) from the customer's premises under the following conditions: The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the

furnished, or violation by the customer of the rules and regulations governing the facilities and service 1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other

occur, or damage to telephone personnel, plant, property or service is occurring, or is likely to customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or if, in the judgment of the Company, any use of the facilities or service by the

2.11.7 regarding Deferred Payment Agreements the customer satisfies the indebtedness within 20 days after written notification. See Section or 4. in the event that service is connected for a customer who is indebted to the Company for to prevent the unauthorized use of the facilities or service received from the Company, 3. in the event of unauthorized use, where the customer fails to take reasonable steps service or facilities previously furnished, that service may be terminated by the Company unless

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.6.4 Termination For Cause Other Than Nonpayment (continued)

a. General (continued)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- The use of facilities or service of the Company without payment of tariff charges;
- Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- The use of profane or obscene language;
- The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
- The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
- 6. Permitting fraudulent use.
- c. Abandonment or Unauthorized Use of Facilities
 - If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

- 2.6.4 Termination For Cause Other Than Nonpayment (continued)
 - a. General (continued)

 In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:

- No charge shall apply for the period during which service had been terminated, and
- b. Reconnection charges will apply when service is restored. However, no charge shall be made for Reconnection if the service was terminated due to an error on the part of the Company.
- Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.6.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.10 ADDITIONAL PROVISIONS TO BUSINESS CUSTOMERS

2.10.1 Application of Rates

- Business rates as described in Section 7 and shown in Attachment B apply to service furnished:
 - 1. In office buildings, stores, factories and all other places of a business nature;
 - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - At any location when the listing or public advertising indicates a business or a profession;
 - At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
 - At any location where the customer resells or shares exchange service;
- b. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.
- 2.10.2 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

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Section 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.10 ADDITIONAL PROVISIONS TO BUSINESS CUSTOMERS (Continued)

2.10.2 Telephone Number Changes (Continued)

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.10.3 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the first bill, and any balance is returned to the customer.

2.10.4 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.8.1 Applination of Rates

Residential rates as described in Section 6 and shown in Attachment B apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.8.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to any telephone number assigned to a customer for local service. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 5.9 of this Tariff.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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Section 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (continued)

2.8.3 Deposits

L. General

bills without making payment of at least one-half the total arrears due on the due described in Section 2.4.2 of this Tariff, from a residential customer who is applying Except as provided in (b) following, the Company may require a deposit, as amount in dispute is not paid before the dispute is resolved within the preceding six month period, or 2) is delinquent in payment. A customer is delinquent in payment if that customer has received two consecutive telephone for service if the customer. 1) has had service terminated for nonpayment once late of the second bill. A customer is not considered delinquent, however, if an

residential customers are permitted to pay deposits in installments over a period not such termination for nonpayment. Applicants for residential service and existing Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of An existing customer is an applicant for service who was a customer of the to exceed 6 months

A new customer is an applicant for service who has not been a customer of the Company within twelve months of making the request for service. A new customer shall not be required to post a security deposit as a condition of receiving telephone (CLAID)

deposit. periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal customer may be required to post a A seasonal customer is an individual who applies for and receives telephone service

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Continued)

2.8.3 Deposits (Continued)

Customers Exempt from Deposits

- 1. A new customer or existing customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit. Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.
- The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

Recent Payment History

A customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment. A customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the customer had service for three months and was not terminated for nonpayment during that period. (See Deferred Payment Agreements, 2.11.7 below.)

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Continued)

- 2.8.4 Installment Billing For Nonrecurring Charges (Continued)
 - A customer may elect to pay the unbilled charges before the expiration of the installment plan;
 - Installment billing payments will continue even when an account is temporarily suspended;
 - No interest or carrying charges will be applied to the outstanding balance during the installment period.
- 2.8.5 Adjusted Payment Schedule

A customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

- 2.8.6 Suspension or Termination for Nonpayment
 - a. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the customer no later than 6 business days after the date of the bill.
 - b. After issuing the written notification in accordance with 2.9.1, at least one attempt shall be made during non-working hours to contact the residential customer by telephone before the scheduled date of suspension/termination.
 - c. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Continued)

2.8.6 Suspension or Termination for Nonpayment (Continued)

d. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hour: of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

2.11.7 Deferred Payment Agreements

Service will not be suspended or terminated unless the customer has been advised that a deferred payment plan can be arranged. An existing residential customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The Company must offer an eligible customer a DPA in accordance with the Commission's order in Case 90-C-1148 issued on August 7, 1992. Final notice of suspension/termination will advise the customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the customer and the Company.

If the Company believes that the customer has the resources to pay the bill, it shall notify both the customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a DPA should be provided. A customer with medical emergencies and a customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

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Section 2 - RULES. REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Continued)

2.11.8 Dishonored Checks

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months.

2.11.9 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the company is advised that a new customer has moved into the location.

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Continued)

2.11.11 Suspension or Termination - Elderly, Blind or Disabled

- 2.8.11 An additional 20 days will be allowed before suspension or termination may occur when:
- 2 the customer is known to or identified to the Company as being blind or disabled, or
- 5 the customer is 62 years of age or older, and all other residents of the or disabled customer's household are: under 18 years of age, over 62 years of age, blind

at the customer's premises for the purpose of devising a payment plan. the Company shall within 24 hours of such notification restore service for an subsequently learns that the customer is entitled to the protection established herein, In cases where service has been suspended or terminated and the Company additional 20 days and make a diligent effort to contact in person an adult resident

2.8.12 Back billing for Residential Customers

charges billed in excess of six months after the service was provided. The customer or adjust upward a bill previously rendered when the period for the unbilled service schedule equal in time to the length of the back billing period will be given the opportunity to pay the charges under an installment plan on a failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and upward adjustment unless the conduct of the customer caused or contributed to the or billing adjustment is more than six months prior to the mailing of the bill or the The Company shall not charge a residential customer for previously unbilled service shall advise the customer that suspension/termination of service is not permitted for

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.9 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in service, which are not due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided 'ny the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff.

- 2.9.1 Credit for Interruptions
 - An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
 - b. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
 - c. A credit allowance will be given, upon request of the customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
 - if interruption continues for less than 24 hours:
 - a) 1/30th of the monthly rate if it is the first interruption in the same billing period.
 - b) 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.9 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Continued)

- if interruption continues for more than 24 hours:
 - a) if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
 - b) for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

d. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

"Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the Tariff, suspends or terminates service because of nonpayment of bills due to the company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance shall be made for interruptions

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Section 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.9 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (Continued)

"Interruption" Defined (Continued)

due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

2.5.2 Limitations on Credit Allowances

No credit allowance will be made for:

- a) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff, by any party other than the Company, including but not limited to the customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
- b) interruptions due to the failure or malfunction of non-Company equipment, including service connected to customer provided electric power;
- e) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- d) interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements;
- e) interruptions of service due to circumstances or causes beyond the control of the Company.

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Section 2 - RULES, REGULATIONS AND SERVICE OUALITY CRITERIA (Continued)

2.6 AUTOMATIC NUMBER IDENTIFICATION

2.6.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- 2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- 3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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Section 2 - RULES, REGULATIONS AND SERVICE QUALITY CRITERIA (Continued)

2.6 AUTOMATIC NUMBER IDENTIFICATION (Continued)

5) Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission. Socives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

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SECTION 3 CURRENT RATES

3.1 CONNECTION CHARGES

3.2 RESTORAL CHARGE

Residence	\$50.00
Business	\$50.00

3.3 MOVES, ADDS AND CHANGES

Residence record Order only	\$15.00
Residence Change Order - Per Order	\$28.00
Residence New Order - Per line	\$51.00
Residence Additional Line - Per line	\$51.00
Residence record Order only	\$15.00
Business Record Change Order - Per Order	\$50.00
Business New Order - Per Line	\$62.00
Business Additional Line - Per Line	\$62.00

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT

3.4.1 Inside Wire Maintenance and Installation

.1 Inside Wire Installation Charge

First Half Hour or fraction thereof \$4 Each Addnl. 1/4 Hour or fraction thereof \$25.00

Residence \$45.00

First Half Hour or fraction thereof

Business Individual Case basis Not to exceed \$100.00

Each Addnl. 1/4 Hour or fraction thereof \$50.00

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SECTION 3 - CURRENT RATES (contd.)

3.4 CHARGES ASSOCIATED WITH PREMISES VISIT (contd.)

.3 Monthly Inside Wire Maintenance Option

	Minimum	Maximum	Current
Inside Wire Monthly Maintenance Option (per residence account)	\$1.00	\$2.50	\$2.00

3.5 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE \$5.00

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Section 4 - INTRALATA TOLL USAGE AND MILEAGE CHARGES

4.5 CALL CHARGES

4.5.1 Per Call Service Charges

Customer Dialed Calling Card	\$0.175
Person to Person	\$0.136
3rd Number Billed	\$0.136
All other operator Assistance	
Directory Assistance per request	\$0.075

Section 5 - SUPPLEMENTAL SERVICES

5.1 CUSTOM CALLING SERVICE

.1 Monthly Rates

Current rates for this service are located in the Rate Schedules for Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

2	Connection Charges	Residence	\$15.00
1		Business	\$15.00

5.2 CLASS SERVICES

.1 Monthly Rates

Current rates for this service are located in the Rate Schedules for Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

.2	Connection Charges	Residence	\$15.00
172		Business	\$15.00

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5.3 CENTREX SERVICE FEATURES

.1 Monthly Rates

Current rates for this service are located in the Rate Schedules for Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

	.2	Conversion Charges per Line Residence	\$15.00
		Business	\$15.00
	.3	Change charge per line residential and Business	\$10.00
5.5		Feature activation and Deactivation per line Residence and Business	\$5.00

5.6 Loop Extension Charge

\$60.00

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5.8.2 Easy Number

Easy Telephone Number Residential	Minimum	Maximum	Current
Initial Charge Monthly Charge	25.00 0.00	50.00 0.00	50.00 0.00
Easy Telephone Number Business			1.1.1
Monthly Charge	35.00	55.00 3.50	50.00 3.00

5.83 Reserved number

Reserved Telephone Number Residential	Minimum	Maximum	Current
Initial Charge Monthly Charge	35.00 2.00	55.50 5.00	50.00
Reserved Telephone Number Business		Sec. Sec.	
Initial Charge Monthly Charge			50.00 10.00

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6.2.

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	Section 6 - RESIDENTIAL NETWORK	SWITCHED S	ERVICES		
Flat Rate S	ervice Monthly Recurring Charges:	Minimum	Maximum	Current	
	-Three Way Calling	3.00	4.00	3.50	
	-Three Way Calling per Activation	0.50	1.00	0.75	
	-Call Forward	3.00	4.50	3.50	
	-Custom Ring	4.50	6.00	5.50	
	-Speed Call 8	1.50	3.00	2.50	
	-Speed Call 30	3.00	4.50	4.00	
	-Call Waiting/Cancel Call Waiting	4.50	6.50	5.50	
	-Continuous Redial	3.00	4.50	4.00	
	-Auto Redial per Activation	0.50	1.00	0.75	
	-last Call Return	2.50	4.50	3.50	
	-Call Return per Activation	0.50	1.00	0.75	
	-Call ID**	5.50	6.50	6.00	
	-Call ID Plus Name	6.00	7.00	6.50	
	- Call Forward Variable	2.50	4.00	3.50	
	- Call Waiting	4.00	6.50	5.00	
	-Customer Originated Trace	1.00	2.50	5.50	
	- per Occurrence	1.00	2.50	2.00	
	-Call Manager	15.25	25.95	19.95	
	-Compass Value	25.00	45.00	39.95	

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6.2 SERVICE DESCRIPTIONS AND RATES (continued)

6.2.1 Flat Rate Service (contd.)

COMPASS VALUE

Minimum	Maximum	Current
25.00	35.95	29.95

-Call Waiting -Call Waiting ID -Caller ID -Anonymous Call Rejection -Three Way Calling -Last Call Return -Voice Mail/Busy Don't Answer -Call Forward -Selective Calı Forward -Custom Ringing -Continuous Redial -Priority Call -Call Rejection -Speed Calling 8 -Speed Calling 30 -Inside Wire Maintenance

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Section 7 - BUSINESS NETWORK SWITCHED SERVIC	CES	1	п	۷	1	ť	R	R	R	1	ł	Ē	l	ŝ	S	2	l)))	2	0	۵	C	C	Ľ	Ľ	ľ	I	I	1	1	1	1	1	1	1	1	1	1	1	I	I	I	Ľ	C	0	1	1	1	2)))	١	١)	۱	۱	۱	j	ł	Í	l	I	Ì	Ì	1	1	1	1	2	1	Ì	Ì	i	Ì	Ì	ļ	1	ļ	ļ	1	1	l	ļ	i	l	ł.	ł.	ĺ	ł.	ł.	ł.	l	l	l				Ĵ	l	ļ	j	ļ	ļ		l	l	l	ĺ	ĺ	ĺ	l	l	l	l	ĺ	ĺ	l	۱	۱	۱	۱))))))	2				2	Ũ	2	C	Ľ	Ĺ	Ĺ	ľ	ľ	ľ	ľ	ľ
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7.2.1	Basic Business Line Service	Minimum	Maximum	Current
Nonre	curring Connection Charge:	45.00	61.00	56.00
	Monthly Recurring Charges: - Each Service Line	30.00	37.00	33.03
	- Voice Mail Option, per line	7.50	15.00	10.00

7.2.1 Basic Business Line Service (contd.)

.2 Recurring and Nonrecurring Charges (contd.)

- 3 Way Calling	Minimum 3.00	Maximum 4.50	Current 4.00	
- 3 Way Calling per Activation	0.50	1.00	0.75	
- Call Forward	4.00	5.50	5.20	
- Custom Ring	6.00	8.50	7.45	
- Speed Call 8	4.00	5.50	5.00	
- Speed Call 30	6.00	8.25	7.75	
- Call Waiting/Cancel Call Waiting	6.50	8.25	7.50	
- Call Transfer	5.00	7.00	6.00	
- Distinctive Ringing	2.00	3.50	3.00	
- Continuous Redial	2.50	3.50	3.00	
- Call ID	6.50	8.25	7.50	
- Cell ID plus Name	7.00	8.75	7.95	
- Call Manager	15.00	5.95	19.95	
- last Call Return	0.65	1.00	0.75	
- Call Return	2.00	6.00	4.00	

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES

7.2.1 Basic Business Line Service (contd.)

CLASS Features (per line, per month)

Nonrecurring Connection Charge:	Minimum	<u>Maximum</u>	Current
	10.00	25.00	15.00

7.2.1 Basic Business Line Service (contd.)

.3	Message Rate Basic Busiless Line Service			
		Minimum	Maximum	Current
	Remote Call Forwarding Service			
	33 Pone Note per Message	\$0.10	\$1.50	\$0.5
		Minimum	Maximum	Current
	Call Handling, per line:	B. T. Colar	and a second	
	- Series Completion	5.00	10.00	9.00
	- Regular Hunting	5.00	10.00	9.00
	- Circular Hunting	5.00	10.00	9.00
	the state as an extension of the state of th			

7.2.3 PBX Trunk Service

.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff.

	Minimum	Maximum	Current
Non Recurring Charges	45.00	65.00	55.00
Monthly Recurring Charges:	41.16	60.00	51.16

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES (Continued)

.3 Message Rate Analog PBX Trunks

.2 Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 3 of this tariff. Charges for each Message Rate PBX Truck include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period. Local calling areas are as specified in Section 10.

		Minimum	Maximum	Current	
	Nonrecurring Connection Charge:	45.00	65.00	55.00	
	Monthly Recurring Charges:	41.16	60.00	51.16	
4	Analog DID Trunks	Minimum	Maximum	Current	
	Nonrecurring Connection Charge Monthly Recurring Charges (per trunk)	55.00 45.00	70.40 55.00	64.00 50.00	

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES

7.2.3 PBX Trunk Service (contd.)

.5 Digital PBX Trunk Service

Nonrecurring Connection Charge:	Minimum 50.00	Maximum 65.00	Current 62.00
Monthly Recurring Charges:	40.00	48.00	43.00
DS-1			
per quarter mile			
60 months	35.00	45.00	40.51
36 months	35.00	46.00	41.43
12 mouths	45.00	47.00	42.36

DID Port Charge

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Section 7 - BUSINESS NETWORK SWITCHED SERVICES

7.2.4 ISDN Single Line Service

	Minimum	Maximum	Current	
Non Recurring Charge	220.00	262.00	242. 0	0
Monthly Recurring Charge	145.00	175.00	152.00	
Flat Rate:				
Flat Rate Non Recurring:	100.00	175.00	125.00	
Flat Rate Recurring	65.00	200.00	75.00	
Measured month to month:				
Non Recurring	145.00	175.00	154.00	
Monthly recurring w/400 hour allowance	75.00	95.00	87.00	

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AMREG



December 9, 1998

Florida Public Service Commission Division of Administration 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0866

Re: Compass Telecommunications Incorporated

981857-TX

Dear Sir or Madam:

On behalf of our client Compass Telecommunications Incorporated and attached hereto please find an original and six (6) copies of an Application to Provide Alternative Local Exchange Service within the State of Florida and Florida Price List Number 1.

Also enclosed is check in the amount of \$250.00 for the required filing fee.

Please direct questions, comments, notices or correspondence regarding the above referenced filing to:

Michael Koslen, Director of Regulatory Affairs American Regulatory Services Corp. 6635 West Commercial Blvd, Suite 220 Ft. Lauderdale, Floridá 33319 (954) 718-6056.

For purposes of verification of receipt, I have provided an additional copy of this cover letter. Please date stamp and return to me in the stamped self addressed envelope provided.

Sincerely yours 1115 COMPASS TELECOMUNICATIONS, INC. CITEDALE, AZ 8000 11/24/98 Public Service (DOLLARS DE wo kind 04 820 14 0 RTING



6635 West Commercial Boulevard • Suite 220 FL Landerdale, Florida 33319-2100

December 9, 1998

Florida Public Service Commission Division of Administration 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0866 DEPOSIT DATE D 0 4 6 DEC 1 4 1998

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Sincerely waters 1110 COMPASS TELECOMUNICATIONS, INC. PH. 602-367-0000 7900 E. GREENWAY SUITE 303 SCOTTSDALE, AZ - 85260 PATE 11/24 98 loudy fublic Service Commission fundred fifty DOLLARS DE CENTURY BANK FOR