

ORIGINAL

September 24, 1999

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

991466-TI

Re: essential.com, inc.

Dear Sir or Madam:

On behalf of our client essential.com, inc. and attached hereto please find an original and six (6) copies of an Application and Tariff to Provide Interexchange Telecommunications Services in the State of Florida.

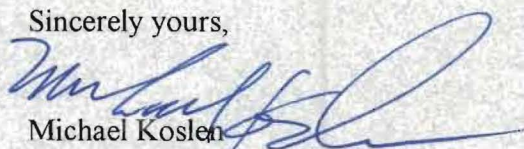
Also enclosed is check in the amount of \$250.00 for the required filing fee.

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, 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/va

Enclosures

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

Initials of person who forwarded check:



DOCUMENT NUMBER-DATE

11669 SEP 27 89

★★ **Florida Public Service Commission** ★★

Docket # 971062-TI

Division of Communications
Bureau of Service Evaluation

Application Form
for
Authority to provide interexchange telecommunications service
Within the State of Florida

991466-TI

Instructions

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

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2420 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399-0850
(850) 413-6600

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

Florida Public Service Commission
Division of Administration
2420 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399-0850
(850) 413-6600

1. Select what type of business your company will be conducting (Check all that apply):

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider**- company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - Company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- Prepaid Debt Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debt card service and/or encodes the cards with personal identification numbers.

FORM PSC/CMU 31 (11/95)

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

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

- Original Authority** (New company).
- Approval of Transfer** (To another certificated company).
- Approval of Assignment of existing certificate** (To a noncertificated company).
- Approval for transfer of control** (To another certificated company).

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:
essential.com, inc.

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

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

3 Burlington Woods Dr., 4th Floor, Burlington, MA 01803

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

The Florida address is the same as the national address.

7. Structure of organization;

- Individual
- Foreign Corporation
- General Partnership
- Other, _____
- Corporation
- Foreign Partnership
- Limited Partnership

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

(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

(b) Indicate if the individual or any of the partners have previously been:

FORM PSC/CMU 31 (11/95)

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

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. *No.*

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

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida. *Please see Applicant's qualification as a foreign corporation, attached to this application as Exhibit A.*

Corporate charter number: F99000004483

- (b) Name and address of the company's Florida registered agent.
*Michael Koslen c/o American Regulatory Services Corp.
6635 West Commercial Blvd. Suite 220
Ft. Lauderdale, Florida 33319.*

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.
Not applicable.

Fictitious name registration number: _____

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. *No.*
- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not. *No.*

FORM PSC/CMU 31 (11/95)

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

10. Who will serve as liaison with the Commission in regard to (please give name, title, address

and telephone number):

(a) The application;

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

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

Essential.com
Basil Pallone, Director of Finance/Controller
Essential.com, inc.
3 Burlington Woods Dr., 4th Floor
Burlington Woods, MA 01803
(781) 229-9599

(a) Tariff;

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

(b) Complaints/Inquiries from customers;

Mr. Michael Mooney
essential.com, inc.
3 Burlington Woods Drive, 4th Floor
Burlington, MA 01803
(781) 229-9599

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier. **Massachusetts, New York and Pennsylvania**

(b) Has applications pending to be certificated as an interexchange carrier. Applicant intends to file in the states of Ohio, Texas, Florida, Michigan, Maryland Illinois and California. Within a reasonable length of time essential.com intends to file in all states requiring certification.

(c) Is certificated to operate as an interexchange carrier. **Massachusetts,, New York and Pennsylvania**

(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved. **None.**

(e) Has had regulatory penalties imposed for violations of telecommunications statutes

and the circumstances involved. *None.*

- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved. *None.*

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

- | | | | |
|--------------------------|----------------------------|--------------------------|------------|
| <input type="checkbox"/> | Facilities. | <input type="checkbox"/> | Operators. |
| <input type="checkbox"/> | Billing and Collection. | <input type="checkbox"/> | Sales. |
| <input type="checkbox"/> | Maintenance. | | |
| <input type="checkbox"/> | Other: <u><i>None.</i></u> | | |

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

14. ****Will your marketing program:****

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | Pay commissions? |
| <input type="checkbox"/> | Offer sales franchises? <i>No.</i> |
| <input type="checkbox"/> | Offer multi-level sales incentives? <i>No.</i> |
| <input checked="" type="checkbox"/> | Offer other sales incentives? <i>The company may from time to time offer sales incentives.</i> |

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.). *The Company may offer incentives to customers in the form of cash credit, discounts and/or free minutes for using other essential.com services.*

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

- | | | | |
|-------------------------------------|------------------------|-------------------------------------|-----------------------------------|
| <input checked="" type="checkbox"/> | Residential customers. | <input checked="" type="checkbox"/> | Business Customers. |
| <input type="checkbox"/> | PATS providers. | <input type="checkbox"/> | PATS station end-users. |
| <input type="checkbox"/> | Hotels & motels. | <input type="checkbox"/> | Hotel & motel guests. |
| <input checked="" type="checkbox"/> | Universities. | <input checked="" type="checkbox"/> | Universities dormitory residents. |
| <input type="checkbox"/> | Other: (specify) _____ | | |

17. Please provide the following (if applicable):

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

essential.com will provide its own billing services. Bills may be in the form of internet billing or paper billing.

FORM PSC/CMU 31 (11/95)

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

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

A. Financial capability. *See section "financial statements"*

Regarding the showing of financial capability, the following applies:

Regarding the showing of financial capability, the following applies:

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

1. The balance sheet
2. Income statement
3. Statement of retained earnings.

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

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographical area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient 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.

Essential.com, inc. does not have its financial statements audited.

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

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

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

MTS with distance sensitive per minute rates

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

MTS with route specific rates per minute

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

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

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

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.).

800 Service (Toll free)

WATS type service (Bulk or volume discount)

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

FORM PSC/CMU 31 (11/95)

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

Private Line services (Channel Services)

(For ex. 1.544 mbs., DS-3, etc.)

Travel Service

Method of access is 950

Method of access is 800

900 Service

Operator Services

Available to presubscribed customers

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

Available to inmates

Services included are:

Station assistance

Person to Person assistance

Directory assistance

Operator verify and interrupt

Conference Calling

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

1 + Area Code + Number

1 + 800 + Number.

21. Other: *Please see Applicant's Management Information attached to this application as Exhibit B and Applicant's Financial Statement annexed as Exhibit C.*

FORM PSC/CMU 31 (11/95)

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

★★ **APPLICANT ACKNOWLEDGMENT STATEMENT** ★★

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and associated attachments . I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.
Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant I 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"

essential.com, inc.

By: _____
Basil Pallone, Director of Finance/Controller

Date

ATTACHMENTS:

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

★★ APPENDIX A ★★

CERTIFICATE TRANSFER STATEMENT

NOT APPLICABLE

I, (TYPE NAME) _____, of (NAME OF COMPANY)
_____ And current holder of certificate number
_____, have reviewed this application and join in the petitioner's request for a
transfer of the above mentioned certificate.

UTILITY OFFICIAL

Signature

Date

Title

Telephone No.

FORM PSC/CMU 31 (11/95)


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

★★ APPENDIX B ★★

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

<u>UTILITY OFFICIAL</u>	 _____ Signature	_____ Date
	<u>Basil Pallone</u> _____	
	<u>Director of Finance/Controller</u> Title	<u>(781) 229-9599</u> Telephone No.

★★ APPENDIX C ★★

INTRASTATE NETWORK

1. **POP:** Addresses where located, and indicate if owned or leased.

1) *Not Applicable.* 2)

3) 4)

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) *Not Applicable.* 2)

3) 4)

3. **TRANSMISSION FACILITIES:** Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) POP-to-POP TYPE OWNERSHIP

2) *Not Applicable.*

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

From all points within the State of Florida.

FORM PSC/CMU 31 (11/95)

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


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

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

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

No service has been offered.

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

UTILITY OFFICIAL		
	Signature	Date
	Basil Pallone	
	Director of Finance/Controller	<i>(781) 229-9599</i>
	Title	Telephone No.

FORM PSC/CMU 31 (11/95)

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

★★ APPENDIX D ★★

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

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

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

NOT APPLICABLE

**** APPENDIX E ****

**** GLOSSARY ****

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an *individual* IXC. The *five* digit code has *the* form IOXXX and the seven digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

FORM PSC/CMU 31 (11/95)24.480(2).

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

EQUAL ACCESS EXCHANGE AREAS: EABA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

- | | |
|------------------|--|
| Feature Group A: | Line side connections presently serving specialized common carriers. |
| Feature Group B: | Trunk side connections without equal digit or code dialing. |
| Feature Group C: | Trunk side connections presently serving IXC. |
| Feature Group D: | Equal trunk access with subscription. |

INTEREXCHANGE COMPANY: means any telephone company, as defined in *Section 364.02(4)*, F. S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other *purposes*.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in *Section 364.02(4)*, F. S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in *Section 364.335(4)*, F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then *resells* that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

essential.com, Inc.

Florida Public Service Commission

Exhibit A

Certificate of Authority

State of Florida



Department of State

I certify from the records of this office that ESSENTIAL.COM, INC., is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on August 26, 1999.

The document number of this corporation is F99000004483.

I further certify that said corporation has paid all fees due this office through December 31, 1999, 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
Thirtieth day of August, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

essential.com, Inc.

Florida Public Service Commission

Exhibit B

Management Information



Akhil Garland, Chairman, CEO and Founder

Mr. Garland has managed MIS departments for the State of Massachusetts and an international healthcare company (CCSI). He is an entrepreneur, having founded and sold a multimedia company. Mr. Garland brings to essential.com a long-range vision as well as a capacity to manage growth through innovative and leading-edge information systems. He earned a BA in Computer Science and Mathematics from Connecticut College.

Patrick Moran, Founder

Mr. Moran earned a BS in Mass Communications at Emerson College where he focused on media communications and computer technologies. He has been involved in entrepreneurial activities since graduating from Emerson and is currently responsible for back-office administration at essential.com.

Robert Potter, Vice President, Bus. Dev. - Energy Markets

Mr. Potter brings years of experience in the electricity, natural gas and home heating oil markets, most recently as Director, Products and Market Development at Unitil Corp, a publicly traded electricity and energy company serving the New England marketplace. Prior to Unitil he was a product manager at New England Electric System (NEES) and an associate consultant at Clark Management Associates, Inc., an environmental consulting company. He received an MBA from Babson College and a BS Business Administration from Plymouth State College.

Basil G. Pallone, Director of Finance/Controller

Mr. Pallone has 19 years of financial experience in a diverse group of energy related companies including start-up ventures and publicly held electric utilities. Before joining essential.com, Mr. Pallone was CFO of Energyvision, a start-up retail marketer of energy and energy services which was acquired by Williams Energy. Prior to Energyvision, he served as Executive Vice President for EUA Cogenex Corporation, a \$75 million revenue energy management company. Mr. Pallone also spent three years as Assistant Treasurer at Eastern Utilities Association where he was in charge of preparing annual and quarterly reports to shareholders and SEC filings. Mr. Pallone spent the first ten years of his career in various financial positions at Boston Edison.

Ivar Wold, Senior Vice President and Chief Technology Officer

Mr. Wold brings over 30 years of experience in engineering, and is one of the Web's leading innovators in eCommerce technology. Prior to joining

Essential.com, Mr. Wold was a Senior Vice President at Fidelity Investments Retail Electronic Commerce where he was responsible for the Architecture and Development of Fidelity's Retail Online products. Fidelity's retail Website is one of the busiest in the financial services industry, with some 2.5 million on-line accounts. Earlier in his career, Mr. Wold worked at leading corporations, such as Inprise (previously Borland International), Lotus Development and Microsoft. He also held senior positions at Analog Devices.

Mr. Wold received a B.Sc (Eng) in Aeronautics and Astronautics from Southampton University in Southampton, England where he graduated with First Class Honors. He is the holder of multiple patents, and his inventions have been manufactured and sold commercially around the world.

John Duffy, Vice President, Bus. Dev. – Telecommunications Markets

Mr. Duffy comes to essential.com from Metromedia International Telecommunications where he served as Vice President of Paging Operation. In that capacity he managed 13 paging joint ventures located in Eastern Europe, Russia and Central Asia. Mr. Duffy was directly involved in strategic relationships between Metromedia and vendors, including Motorola, NEC and Phillips. Previously he was with Metrocall, Inc for five years in several senior management positions including Director of Carrier Relations where he oversaw the ongoing relationship between large carriers and resellers throughout the country. Mr. Duffy Holds a B.A. in Economics from LaSalle University

Libby Curtis, Director of Web Development

Prior to joining essential.com Libby Curtis was Director, Web Development for Cendant Corporation, where she managed a sixteen-person web development group. Libby managed the development of several complex sites including Ramada, Days Inn, and Century 21. Prior to Cendant Libby was Human Factors Designer for The Netmarket Company where she designed and integrated user interfaces for several Web projects including NetMarket, an on-line shopping service. Libby received her BS in Marketing from Plymouth State College.

essential.com, Inc.

Florida Public Service Commission

Exhibit C

Financial Statements

Essential.com
 Balance Sheet
July 31, 1999

ASSETS

	<u>July 31, 1999</u>
<u>Current Assets</u>	
Cash and Marketable Securities	\$12,740,263
Accounts Receivable, net	\$73,452
Other Assets	\$33,032
Total Current Assets	<u>\$12,846,747</u>
Property and Equipment, net	<u>\$509,274</u>
Total Assets	<u><u>\$13,356,021</u></u>

LIABILITIES AND EQUITY CAPITAL

<u>Current Liabilities</u>	
Accounts Payable	\$655,697
Accrued Expenses	\$336,804
Notes Payable	\$248,560
Other	\$148,933
Total Liabilities	<u>\$1,389,994</u>

<u>Equity Capital</u>	
Preferred Capital	\$14,723,776
Common Equity	\$44,911
Additional Paid-in Capital	
Retained Earnings	<u>\$(2,802,660)</u>
Net Income	<u>\$-</u>
Total Equity Capital	<u>\$11,966,027</u>
Total Liabilities & Capital	<u><u>\$13,356,021</u></u>

Note: These
 Financial

Statements are
unaudited

Cash and
Preferred Capital
includes \$3
million received
subsequent to July
31, 1999.

In addition, the
Company has a
\$5,000,000 credit
facility available
for use.

Essential.com
Income Statement
For the Seven Months
Ending July 31, 1999

	<u>July 31, 1999</u>	<u>%</u>
Revenue	\$110,314	#DIV/ #DIV/
Cost of Goods Sold	\$111,430	#DIV/
Total Cost of Sales		#DIV/
Gross Profit	\$(1,116)	#DIV/
<u>Operating Expenses</u>		
General and Administrative	\$1,382,355	#DIV/
Sales and Marketing	\$287,748	
Technology Development	\$473,567	
Total Operating Expenses	\$2,143,670	#DIV/
Operating Income	\$(2,144,786)	
Other Income & Expenses	\$17,840	
Preferred Dividends	\$68,814	
Net Income	\$(2,195,760)	#DIV/

Note: These
Financial
Statements are
unaudited

essential.com, Inc..

Florida Public Service Commission

Telecommunications Tariff

Check Sheet

Sheets 1 through 22 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
22	Original
23	Original
24	Original

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Table of Contents

Title Sheet 1

Check Sheet 2

Table of Contents 3

Symbols 4

Tariff Format Sheets 5

Section 1 - Technical Terms and Abbreviations 7

Section 2 - Rules and Regulations 8

Section 3 - Description of Service 17

Section 4 - Rates and Charges 20

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Symbols

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

- D** - Delete or Discontinue.
- I** - Change Resulting In An Increase to A Customer's Bill.
- M** - Moved From Another Tariff Location.
- N** - New.
- R** - Change Resulting In A Reduction to A Customer's Bill.
- T** - Change In Text or Regulation But No Change In Rate or Charge.

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TARIFF 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. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

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TARIFF FORMAT SHEETS (continued)

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

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Section 1 - Technical Terms and Abbreviations

Access Line - An arrangement which connects the Customer's location to an OpenTel Communications, Inc.

Authorization Code - A numerical code available to a Customer to access the carrier, and which is used by the carrier to prevent unauthorized access to its facilities and for billing purposes.

Company or Carrier -essential.com, inc., "essential.com" or "Company".

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

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday. Essential.com does not have distance or time of day based rates.

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

Holidays -essential.com recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday. Essential.com does not have distance or time of day based rates.

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Section 2 - Rules and Regulations

2.0 Undertaking of essential.com, inc.

essential.com services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this Tariff.

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

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

2.1 Applications of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate one plus long distance service.
- 2.1.2 The rates and regulations contained in this tariff apply only to the interexchange telecommunications services furnished by essential.com and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of essential.com, inc.
- 2.1.3 The services of essential.com are furnished to both business and residential Customers.
- 2.1.4 The Company may require a Customer to sign an application form and establish creditworthiness as a condition precedent to the initial establishment of service.

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Section 2 - Rules and Regulations (continued)

2.1 Applications of Tariff (continued)

2.1.5 Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain service under this tariff, provided that the Company reserves the right to deny service: (a) to any Customer that, in the Company's discretion, presents an undue risk of nonpayment and refuses to comply with this tariff; (b) in circumstances where the Company has reason to believe that the use of such service would violate the provisions of this tariff, or if any applicable law or regulation restricts or prohibits provision of the service; or (c) if insufficient facilities are available to provide the service.

2.2 Use of Services

2.2.1 essential.com, inc. services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

2.2.2 The use of essential.com services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 essential.com services are available for use twenty-four hours per day, seven days per week.

2.2.4 essential.com does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

2.3 Limitations

2.3.1 Service is offered subject to the availability of facilities and the provisions of this tariff.

2.3.2 essential.com reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when the Customer is using service in violation of the law or the provisions of this tariff.

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Section 2 - Rules and Regulations (continued)

2.3 Limitations (continued)

2.3.3 All facilities provided under this tariff are directly controlled by essential.com and the Customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.3.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.4 Liability of Essential.com, Inc.,

2.4.1 The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omissions of the customer. The Company shall not be liable for damages arising out of failure or malfunction of any customer-provided facilities..

2.4.2 The liability of Company to its customers or other persons for damages arising out of failure to comply with a direction to install, restore or terminate service, or out of failure to satisfy a request to an operator to render assistance, or out of failure, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing service,

2.4.3 The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or any other person including any traffic aggregator, for damages associated in any way with the installation, provision, termination, maintenance, repair, restoration or use of services governed by this tariff, including any and all equipment and facilities incidental to or associated with such services, the Company's liability, if any, shall not exceed an amount equal to the charge applicable under this tariff to the period during which services were affected. This liability for damages shall be in addition to provisions of this tariff, if any, as a credit allowance. However, any mistakes, omissions, interruptions, delays, errors, or defects associated in any way with the installation, provision, termination, maintenance, repair, restoration or use of services, which are caused by or contributed to by the negligence or willful act of the Customer, or which arise from facilities or equipment used by the Customer, shall not result in the imposition of any liability whatsoever upon the Company and shall in no event, unless caused by the willful and/or wanton misconduct of the Company, exceed an amount in liquidated damages equivalent to the greater of \$500 or two times the proportionate charge to the customer for the service affected during the period in which such failure, mistakes, omissions exist.

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Section 2 - Rules and Regulations (continued)

2.4 Liability of essential.com, inc. (continued)

2.4.2 (continued)

interruptions, delays, errors, or defects occur.

2.4.3 Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. The Company's liability for such damages occurring in the course of furnishing the Company's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its services occur.

2.4.4 Adjustments within the limits provided herein may be made by direct payment to the customer or by credit to the customer's account.

2.4.5 Company shall be indemnified and held harmless by customer against:

2.4.5.1 Claims for libel, slander, or infringement of copyright arising out of the material data, information, or other content of a customer's communications traffic;

2.4.5.2 Claims for patent infringement arising from a customer's use of its equipment, facilities or systems with the Company's services; and

2.4.5.3 All other claims arising out of any act or omission of the customer in connection with any service provided by Company.

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Section 2 - Rules and Regulations (continued)

2.4 Liability of essential.com, inc. (continued)

- 2.4.1 In the event the Company is subjected to any liability or damages for its acts or omissions, other than willful misconduct, notwithstanding the provisions of the two preceding sections, the Company shall be indemnified, defended and held harmless by the Customer or traffic aggregator against all claims, losses, or damages arising in whole or in part from, or in any way associated with, the installation, provision, termination, maintenance, repair, restoration or use of services governed by this tariff, including any and all equipment and facilities incidental to or associated with such services. In addition, the Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement or copyright in connection with the material transmitted over the Company's facilities; and any other claim relating to the use of the Company's facilities.
- 2.4.2 The Company's failure to provide, maintain or restore service under this tariff shall be excused by labor difficulties, governmental orders, civil disturbances, acts of God, fire, flood and other catastrophes and other circumstances beyond the Company's reasonable control, subject to the Credit Allowances in this tariff, if any, applicable to interruption in service.

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Section 2 - Rules and Regulations (continued)**2.5 Interruption of Service**

- 2.5.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities. The Company's service and facilities are provided on a monthly basis, unless ordered on a longer basis and are provided 24 hours per day, 7 days per week.
- 2.5.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.5.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.5.4 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

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

"A" - outage time in hours.

"B" - total monthly charge for affected facility.

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Section 2 - Rules and Regulations (continued)

2.6 **Restoration of Service**

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

2.7 **Returned Checks**

If the Company receives a check from a Customer in payment for service rendered or for any other reason of indebtedness and which is returned from the bank due to insufficient or uncollected funds, a closed account, apparent tampering, a missing signature or endorsement, or for any other reason, the Company shall apply a service charge of \$25.00.

The charge shall be applied to Customer's monthly billing in additional to any other charges which may apply under this tariff. Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means.

2.8 **Deposits**

The Company may require a deposit from the Customer.

2.9 **Taxes**

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

2.10 **Advanced Payments**

For customers whom the Company feels an advanced payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) months estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month. If the company finds that a deposit will be necessary and if the customer agrees, essential.com will file with the Commission a bond of whatever amount is deemed necessary by the Commission.

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Section 2 - Rules and Regulations (continued)

2.11 **Billing Entity Conditions**

When billing functions on behalf of essential.com are performed by local exchange telephone companies or others, the payment conditions and regulations of such companies may apply, including any applicable interest and/or late payment charge conditions, provided these conditions fall within the guidelines set forth by the Rules and Regulations of the Florida Public Service Commission.

2.11.1 essential.com, inc. will bill Customers based upon their usage. Service begins on the date that billing becomes effective and is provided on the basis of minimum period of one month, twenty-four (24) hours a day. For the purposes of this tariff, a month is considered to have thirty (30) days.

2.11.2 This billing will be transmitted to the Customer monthly. Payment will be due within 30 days of the date on which the bill is transmitted. In the event the Customer fails to remit payment when due, the Customer shall be liable for an additional fee of 1.5% of any unpaid charges due for more than 30 days.

2.11.3 In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges due the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.11.4 Disputes with respect to charges must be presented to the Company in writing within three months from the date the invoice is rendered. After that date, and absent such written notice to the Company of a dispute, such invoice will be deemed to be correct and binding on the Customer.

2.11.5 As a leader in the field of e-commerce, essential.com will use the internet for both billing and payment, as described in paragraph 2.14.

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Section 2 - Rules and Regulations (continued)

2.12 **Termination of Service**

The Company shall have the right to terminate service on the grounds of late payment for invoices past thirty (30) days of due date. Customer will receive an eight (8) day written notice of cancellation after the 30th day following the invoice date.

2.13 **Responsibilities of the Customer**

The Customer is responsible for providing essential.com with current and ongoing accurate information as related to essential.com's service. The Customer is responsible to pay any and all charges by essential.com according to any agreement between essential.com and the Customer. The Customer must advise essential.com of cancellation of service or any penalties applied according to any agreement between essential.com and the Customer. The Customer is responsible for any damage that occurs to essential.com's equipment or service that is deemed to be caused by the Customer neglect. If applicable, the Customer must notify essential.com 24 hours in advance of any scheduled repair or maintenance.

2.14 **Method of Billing and Payment**

Customers are billed monthly with the Company providing customers with a monthly invoice via the Internet. Customers shall pay these monthly charges over the Internet, using their credit card or debt card unless the company agrees to other billing and payment methods.

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Section 2 - Rules and Regulations (continued)

2.15 Other Terms and Conditions

- 2.15.1 If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with a service, that entity's charges may, at the Company's option, be passed through to the Customer also.
- 2.15.2 In the event suit is brought or an attorney is retained by the Company to enforce the terms of this tariff, the Company shall be entitled to recover in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs for investigation and other related expenses incurred in connection therewith.
- 2.15.3 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition therein. Each of the provisions set forth herein shall remain at all times in full force and effect until modified in writing until filed and approved by the Florida Public Service Commission.

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Section 3 - Description of Service

3.1 Availability of Service

Carrier offers interexchange telecommunications service to potential customers of telecommunications services within its Service Area who desire to be Customers, subject to the terms and conditions of a Service Agreement and this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

3.2 Timing of Calls

- 3.2.1 Usage sensitive charges are based on the actual usage of Carrier's network. Such charges are measured in Conversation Minutes.
- 3.2.2 Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ industry-accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.
- 3.2.3 The initial period (minimum call duration) for billing purposes, for all services provided under this tariff is one minute.
- 3.2.4 Unless otherwise specified in this tariff for billing purposes, usage is measured and rounded to the next higher one minute increment after the initial period.
- 3.2.5 If Customer believes it has been incorrectly billed for a call, Carrier shall, upon notification, investigate the circumstances and issue credit as appropriate.
- 3.2.6 The amount of any credit issued to Customer by Carrier shall not exceed the calculated usage charges for a call with duration equal to the lesser of the three (3) minutes or the actual duration of the call being credited.

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Section 3 - Description of Service (Continued)

3.3 Service Offerings

Applicable rate schedules for the following services are provided in Section 4.4

3.3.1 essential.com Dial 1+ Switched Service Residential and Commercial

Dial Access 1+Service is a not time-of-day based, non distance sensitive outbound Switched long distance service. This service utilizes Feature Group D access. Calls are billed on a per minute basis with each fraction of a minute rounded up to the next full minute.

3.3.2 essential.com Switched Termination 800 Service Residential and Commercial

Switched Termination 800 Service is a not time-of-day based switched inbound long distance service. This service terminates calls over the local telephone lines of its End Users, and calls are toll-free to the calling party. Calls are billed on a per minute basis with each fraction of a minute rounded up to the next full minute.

3.3.3 essential.com Travel Card Service

Travel Card Service is not time-of-day based, non-distance sensitive long distance service. This service allows Customers or its End Users to place long distance calls from locations other than their primary service location through the use of 800 number network access and an Authorization Code.

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Section 3 - Description of Service (Continued)

3.4 Dedicated Access Lines

Dedicated Access Lines may be required to connect Customer or End User Locations to Carrier's POP. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Carrier shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer or its Ends Users, and shall invoice Customer for all related recurring and non-recurring charges.

3.5 Calculation of Distance

The company offers no classes of service which are distance sensitive.

3.6 Minimum Call Completion Rate

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

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Section 4 - Rates and Charges

4.1 **General**

4.1.1 Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of one (1) minute with an initial period (minimum billing period) of one (1) minute. Following the initial period, all charges are rounded to the next higher one (1) minute increment for billing purposes.

4.1.2 Other than the charges indicated in Section 4.4 and Section 4.5, there are no installation charges or monthly recurring charges for Service.

4.2 **Minimum Customer Usage Commitment**

Basic Service rates shall not be based upon no Minimum Customer Usage Commitment made by Customer.

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Section 4 - Rates and Charges (Continued)

Basic Service Rates

4.4.1 **essential.com 1+ Service Residential and Commercial**
Station to station IMTS shall be provided per minute and any fraction thereof at \$0.099

Not Mileage or Distance Sensitive Charge (Rate Per Minute):

Rate first minute	\$0.099
Rate additional minutes	\$0.099

4.4.2 **Switched Termination 800 Service Residential and Commercial**

Not Mileage or Distance Sensitive Charge (Rate Per Minute):

Rate first minute	\$0.099
Rate additional	\$0.099

Non-Usage Sensitive Charges:

Per Directory Listing 800 Number Per Month \$15.00

4.4.3 **Travel Card Service**

Not Mileage or Distance Sensitive Charge (Rate Per Minute):

First full minute or part thereof	\$0.199
Additional minutes or parts thereof	\$0.199

Calls from payphones will carry a \$0.30 per call surcharge.

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Section 4 - Rates and Charges (Continued)

4.4.4 The company may, from time to time, engage in special promotions of new or existing service offerings of limited duration designed to attract new customers or to increase existing customer awareness of a particular offering. The promotional offerings are subject to the availability of services and may be limited to a specific geographical area or to a subset of a specific market group; provided however all promotional offerings shall be offered in accordance with the Commission and applicable to existing rules and/or regulations.

4.5 **Other Service Charges**

4.5.1 Returned Check Charge

If the Company accepts by special arrangement payment by check, the Company will charge a fee of \$25.00 for returned for insufficient funds.

4.5.2 Directory Assistance
Charge Per Directory Assistance Call: \$0.80

4.5.3 Late Fees

Nonpayment of the Company's tendered bills due to insufficient credit of debt authorization will be deemed a past due balance and will be assessed a late fee of 1.5% per month until such time as sufficient credit or debit authorization is restored by the customer.

4.5.4 Taxes

Customers are responsible for all sales and use taxes for all services.

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Section 4 - Rates and Charges (Continued)

4.6 Employee Concessions

No employee concession are offered under this tariff

4.7 Special Promotions

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

4.8 Special Rates For The Handicapped

4.8.1. Directory Assistance

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

4.8.2. Hearing and Speech Impaired Persons

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

**4.8.3
Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

Issued:

Effective:

Issued by: Basil Pallone, Director of Finance/Controller
Essential.com, inc..
3 Burlington Woods Dr., 4th Floor
Burlington Woods, MA 01803