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### ORIGINAL

DOCUMENT NUMBER - DATE Priday, January 14, 2000 24 8

FPSC-RECORDS/REPORTING

MY-TEL, INC. 3765 John Young Parkway Orlando, FL 32804

Tel.: (321) 728-3438

5-14-12-1-14-55.0M 00-344-24 - 78-9-48 Makil ROCIA

Friday, January 14, 2000

Ms. Blanca Bayo - Director Florida Public Service Commission Division of Records Certification and Compliance Section 2540 Shummard Oak Boulevard Tallahassee, Florida 32399-0866

Dear Ms. Blanca Bayo:

We have enclosed our application for the authority to provide (ALEC) Alternate Local Exchange Service within the State of Florida.

We attached the following statements in support of our application:

- 1. Financial Statement
- 2. Managerial Capability
- 3. Technical Capability
- 4. Our Florida Price List

Please do no hesitate to contact me at telephone number (321) 728-3438 if you need further information about our application.

Sincerely, My-Tel, Inc.

Cecil Pinder, MBA

President

Check received with filing and forwarded to Fiscal for deposit. Film of the forward a copy of check to really what proof of deposit.

Initials of person who forwarded check:

# **FLORIDA PSC APPLICATION**

# BEFORE

# THE

# FLORIDA PUBLIC SERVICE COMMISSION

# **TALLAHASSEE, FLORIDA**

APPLICATION FOR CLEC LICENSE FROM MY-TEL, INC.  $\sim$ 

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## **TABLE OF SECTIONS**

Section #1	FLORIDA PSC APPLICATION
Section #2	FINANCIAL CAPABILITY
Section #3	MANAGERIAL AND TECHNICAL CAPABILITY
Section #4	REFERENCE WORKS
Section #5	

- 1. This is an application for  $\sqrt{(\text{check one})}$ :
  - ( ) 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.
  - () 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:

MY-TEL, INC.

3. Name under which the applicant will do business (d/b/a):

MY-TEL, INC.

4. If applicable, please provide proof of fictitious name (d/b/a) registration.

Fictitious name registration number: \_\_\_\_\_

FORM PSC/CMU 8 (11/95) Required by Chapter 364.337 F.S.

5.

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

3765 N. John Young Parkway Orlando, FL 32804

(407)523-2770 (407)------

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

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3765 N. John Young Parkway

Orlando, FL 32804

(407) 523-2770

6. Structure of organization:  $\sqrt{}$  Check appropriate box(s)

- ( ) Individual
- ( ) Foreign Corporation
- ( ) General Partnership
- ( ) Joint Venture

( x) Corporation

- () Foreign Partnership
  - ) Limited Partnership
  - ) Other, Please explain\_
- 7. If applicant is an individual, partnership, or joint venture, please give name, title and address of each legal entity.

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FORM PSC/CMU 8 (11/95) Required by Chapter 364.337 F.S.

3

8. 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.

None of our officers, directors, or s any of our stockholders

have previously been adjudged bankrupt, mentally incompetent,

or found guilty of any felony or of any crime.

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

Corporate charter number: \_\_\_\_\_ P0000001415

10. 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.

	PO Box 1753	
	Melbourne, FL 329(	)2
el:	(321) 728-3438	Pager: 1-800-605-2877

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

Currently we are not providing or has applied to provide local

eschange or alternative local exchange service in any other state.

FORM PSC/CMU 8 (11/95) Required by Chapter 364.337 F.S.

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

 No

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

 No

 14. Please indicate how a customer can file a service complaint with your company. A Customer would be able to file a service complaint by calling our toll free number. We plan to operate our Service Center

 Monday through Friday from 8:00AM

- 15. Please complete and file a price list in accordance with Commission Rule 25-24.825.(Rule attached)
- 16. 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 <u>should contain</u> 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 geographic 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 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.)

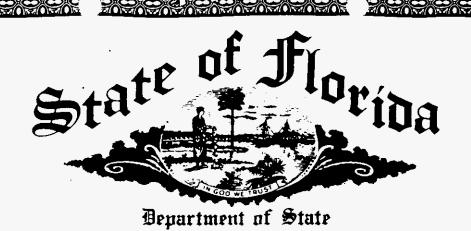
## AFFIDAVIT

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

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

Official:	Signature	January 14, 2000 Date
Title:	President	(321) 728-3438 Telephone Number
Address:	PO Box 1753	
	Melbourne, FL 32902	
	- <u></u>	

FORM PSC/CMU 8 (11/95) Required by Chapter 364.337 F.S.



I certify the attached is a true and correct copy of the Articles of Incorporation of MY-TEL INC., a Florida corporation, filed on December 29, 1999 effective January 1, 2000, as shown by the records of this office.

The document number of this corporation is P0000001415.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Sixth day of January, 2000

**Katheríne Harrís** Fratherine Harris

Secretary of State



CR2EO22 (1-99)

# FINANCIAL CAPABILITY

### RAMA COMMUNICATIONS, INC.

### **INCOME STATEMENT**

### **TWELVE MONTHS ENDED DECEMBER 31, 1996**

******	Y/T/D *******************	<b>PERC. Y/T/D</b>
REVENUE	\$225,745	100%
COST OF GOOD		
Beginning Inventory	\$0	0%
Purchases	\$0	0%
Other Purchases	\$72,542	32%
Ending Inventory	\$0	0%
TOTAL COST OF GOODS	\$72,542	32%
		0%
GROSS PROFIT	153,203	68%
	_ <b></b> ,	0%
OPERATING EXPENSES		0%
Wages/ Salaries	\$0	0%
Payroll Taxes	\$0	0%
Rent	\$3,445	2%
Auto	\$909	0%
Sales/Property Taxes	\$10,578	5%
Office Expenses	\$628	0%
Telephone/Utilities	\$27,458	12%
Supplies	<b>\$</b> 0	0%
Travel/Entertainment	\$0	0%
Bank/Credit Charges	,	0%
Advertising/Promotionals	\$915	0%
Legal/Accounting	\$1,282	1%
Insurance	\$7,280	3%
Dues/Misc Fees	\$4,975	2%
Maintenance & Repairs	\$2,800	1%
Outside Services	\$83,600	37%
TOTAL OPERATING EXPENSES	\$143,870	64%
NET INCOME	\$9,333	4%

Landa Communications. In. Labita Kusand, Resifera 1-15-00 Roma Communications. In. Hereby attest to be true:

### RAMA COMMUNICATIONS, INC BALANCE SHEET As of December 31 1996

1/14/00

Common the America		
Current Assets	15 694 00	
Cash Accounts Receivable	15,684.00 10,525.00	
ACCOUNTS RECEIVADIE	10,525.00	
Total Current Assets	26,209.00	
Long-Term Assets		
Property, plant, and equipment	2,800,000.00	
Less accumulated depreciation	205,825.00	
Net property, plant, and equipment	2,594,175.00	
Other long-term assets		
Total Long-Term Assets	2,594,175.00	
Total Assets	2,620,384.00	
LIABILITIES & EQUITY		
Current Liabilities		
Short-term debt		
Accounts payable	3,468.00	
Income taxes payable		
Accrued liabilities		
Other		
Total Current Liabilities	3,468.00	
Long-Term Liabilities		
Long-term debt less current maturities	756,457.00	
Other long-term liabilities		
Total Long-Term Liabilities	756,457.00	
Shareholders' Equity		
Common stock	5,000.00	
Opening Balance Equity	1,846,126.00	
Retained earnings	9,333.00	
Total Shareholders' Equity	1,860,459.00	
Total Liabilities and Shareholders' Equity	2,620,384.00	
Hereby attest to be true Jabita fuscand. RAMA Communica	) wicatan, the wicatan, the 1 1 1 1 1 1 1 1 1 1 1 1 1	1:5/00. 5-06

#### RAMA COMMUNICATIONS INC.

#### **INCOME STATEMENT**

#### TWELVE MONTHS ENDED DECEMBER 31, 1997

	PERC.		
	Y/T/D Y/	Г/D	
*******************	******	*****	*****
REVENUE:	\$262,123	100%	
COST OF GOODS			
Beginning Inventory	\$0		
Purchases	\$0	0%	
Other Purchases	\$76,498	29%	
Ending Inventory	\$0		
TOTAL COST OF GOODS	\$76,498	29%	
GROSS PROFIT	\$185,625	71%	
OPERATING EXPENSES			
Wages/Salaries	\$0	0%	
Payroll Taxes	\$0	0%	
Rent	\$3,445	1%	
Auto	\$781	0%	
Sales/Property Taxes	\$13,686	5%	
Office Expenses	\$700	0%	
Telephone/Utilities	\$34,101	13%	
Supplies	\$O	0%	
Travel/Entertainment	\$0	0%	
Bank/Credit Charges	<b>\$</b> 0	0%	
Advertising/Promotionals	\$1,110	0%	
Legal/Accounting	\$1,500	1%	
Insurance	\$7,656	3%	
Dues/Misc Fees	\$6,172	2%	
Maintenance & Repairs	\$3,053	1%	
Outside Services	\$95,984	37%	
TOTAL OPERATING EXPENSES	\$168,188	64%	
NET INCOME	\$17,437	7%	

COMPILED WITHOUT AUDIT OR VERIFICATION BY ROBINSON ACCOUNTING SERVICE FROM INFORMATION SUBMITTED BY INDIVIDUAL/CORPORATION NAMED ABOVE

ATTAST THAT THIS IS TRUE HEREBY abeta Musand . CFO. RAMA COMMUNICATIONS, IN. 1-15-00

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# **RAMA COMMUNICATIONS, INC**

BALANCE SHEET As of December 31 1997

1/14/00

Current Accel	
Current Assets	20.445.00
Cash	20,415.00
Accounts Receivable	17,850.00
Total Current Assets	38,265.00
Long-Term Assets	
Property, plant, and equipment	3,155,000.00
Less accumulated depreciation	395,000.00
Net property, plant, and equipment	2,760,000.00
Other long-term assets	
Total Long-Term Assets	2,760,000.00
Total Assets	2,798,265.00
LIABILITIES & EQUITY	
Current Liabilities	
Short-term debt	
Accounts payable	7,500.00
Income taxes payable	
Accrued liabilities	
Other	
Total Current Liabilities	7,500.00
Long-Term Liabilities	
Long-term debt less current maturities	638,500.00
Other long-term liabilities	,
Total Long-Term Liabilities	638,500.00
Shareholders' Equity	
Common stock	5,000.00
Owners Equity	2,119,565.00
Retained earnings	27,700.00
Total Shareholders' Equity	2,152,265.00
Total Liabilities and Shareholders' Equity	2,798,265.00
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#### RAMA COMMUNICATIONS INC.

#### INCOME STATEMENT

#### TWELVE MONTHS ENDED DECEMBER 31, 1998

	PERC.		
	Y/T/D Y/	Г/D	
***************************************	******	**********	*****
REVENUE:	\$279,620	100%	
COST OF GOODS			
Beginning Inventory	\$O		
Purchases	\$0	0%	
Other Purchases	\$18,555	7%	
Ending Inventory	\$0		
TOTAL COST OF GOODS	\$18,555	7%	
GROSS PROFIT	\$261,065	93%	
OPERATING EXPENSES			
Wages/Salaries	\$656	0%	
Payroll Taxes	\$73	0%	
Rent	\$8,003	3%	
Auto	\$32,757	12%	
Sales/Property Taxes	\$12,590	5%	
Office Expenses	\$1,636	1%	
Telephone/Utilities	\$31,137	11%	
Supplies	\$1,799	1%	
Travel/Entertainment	\$250	0%	
Bank/Credit Charges	\$69	0%	
Advertising/Promotionals	\$1,874	1%	
Legal/Accounting	\$13,990	5%	
Insurance	\$3,457	1%	
Dues/Misc Fees	\$6,681	2%	
Maintenance & Repairs	\$762	0%	
Outside Services	\$107,984	39%	
TOTAL OPERATING EXPENSES	\$223,718	80%	
NET INCOME	\$37,347	13%	

COMPILED WITHOUT AUDIT OR VERIFICATION BY ROBINSON ACCOUNTING SERVICE FROM INFORMATION SUBMITTED BY INDIVIDUAL/CORPORATION NAMED ABOVE

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## RAMA COMMUNICATIONS, INC BALANCE SHEET

BALANCE SHEET As of December 31 1998

1/14/00

27,336.00	
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75,000.00	
134,456.00	
-	
2,795,120.00	
0 705 400 00	
2,795,120.00	
2,929,576.00	
13,750.00	
13,750.00	
442,500.00	
442,500.00	
5,000.00	
· ·	
2,473,326.00	
2,929,576.00	
CEO unus carrons, One Pris 1 CKO. unicarrone. Que.	1/15/00
	32,120.00 75,000.00 134,456.00 3,200,120.00 405,000.00 2,795,120.00 2,795,120.00 2,929,576.00 13,750.00 442,500.00 442,500.00 5,000.00 2,403,189.00 65,137.00 2,473,326.00 2,929,576.00

# MANAGERIAL AND TECHNICAL CAPABILITY

# **MANAGERIAL AND TECHNICAL CAPABILITY**

#### **INTRODUCTION**

MY-TEL, INC. Charter gives it the mandate to address business opportunities in the Telecommunications Industry. As such My-Tel is geared to address opportunities in the CLEC Industry.

#### **STAFFING**

My-TEL Staff is comprised of talented people who are trained or will be trained in various aspects of the CLEC industry. The management team includes members who have been trained at the Undergraduate and Master's Degree levels. Further, some members of the team have worked in Engineering/Managerial capacities in the Telecommunications and Radio Industries.

Other members of staff are individual who have been trained and have experience in the Telecommunications Industry and specifically the CLEC Industry.

#### **EXPERIENCE**

MY-TEL Staff has over thirty years experience in the Telephone and Radio Industries. Specifically, BellSouth trained some members of staff in the use LENS. In the area of training, one member of staff trained other CLEC staff in telecommunications and in the use of LENS.

#### <u>REFERENCE WORKS</u>

The following references from the Trinidad Telephone and Power Company are provided to support of our stated experience:

Attachment #1 - Letter on the Interconnect Policy.

Attachment #2 - Letter of Contract Award

Attachment #3 - Letter advising of unsuccessful bid.

Attachment #4 - Letter of Recommendation and Lines installed.

Attachment #5 - Letter of advising of capability from the Power Company.

# **REFERENCE WORKS**

TRINIDAD 🛥 TOBAGO TELEPHONE COMPANY, LIMITED

**Registered** Office

P.O. Box 917, 54 Frederick Street,
Port-of-Spain, Trinidad, W.I.
Telephone: 62-34211 - Telex "Combo" WG 392
Bankers: Bank of Nova Scotia of Trinidad & Tobago Limited Cor. Park & Richmond Streets, Port-of-Spain.

Our Ref: 277A/86/10100

1986 03 20

Mr. Cecil Pinder Managing Director Trintel Company Limited 32 Stone Street Port of Spain

Dear Sir,

#### CUSTOMER STATION INSTALLATION - 1986

We are pleased to inform you that your Company has been awarded Customer Station Installation works comprising 3000 main lines and 750 extensions.

As a result of this award, you are now required to enter into a contract with our Company, a draft of which will be prepared by the Corporate Secretary's Department and forwarded for your review.

The Telephone Company looks forward to contracting with you for yet another project in our Development Program.

Very truly yours

Judy Leacock Asst Corporate Secretary

JL:kdf

Directors: Fenrick De Four (Chairman) Margot Warner (Mrs.) Joseph Esau Thomes Cross Neilson Mackay John Rooks

241:1:4

## TRINIDAD & TOBAGO TELEPHONE COMPANY. LIMITED

118 Frederick Street,
Port of Spain, Trinidad, W.I.
Telephone: 62 - 34211 - Telex "Combo" WG 392
Bankers: Bank of Nova Scotia of Trinidad & Tobago Limited Cor. Park & Pembroke Streets, Port of Spain. Directors: Fenrick De Four (Chairmani-Margot Warner (Mrs.) Joseph Essu Thomas Cross Neilson Mackay

John Rooks

Our Ref No 1A/85/10100

1985-1-3

Trintel Limited 32 Stone Street Port of Spain

ATTENTION: Mr. Cecil Pinder

Dear Sirs,

TENDER FOR FIBRE OPTICS TRANSMISSION SYSTEM CABLE CONSTRUCTION - NORTH/SOUTH ROUTE

We wish to advise that the tender submitted by the firm Republic Telecommunications Limited, with respect to the above matter, has been deemed the most suitable for our purposes and as such we have awarded the contract to said firm.

Under the circumstances, the Bond posted with your tender in the amount of \$120,000.00 is being returned herewith.

May we also take this opportunity to thank you for your response to our invitation to tender.

Very truly yours, CILAL.

Judy Leacock Asst. Corporate Secretary

Encl.

JL:jc

157919

Offectors:

Fenrick De Four (Chairman)

Margot Warner (Mrs.) Joseph Eseu Thomas Cross

Neilson Mackay

John Rooks

# TRINIDAD & TOBAGO TELEPHONE COMPANY. LIMITED

118 Frederick Street,
Port of Spain, Trinidad, W.I.
Telephone: 62 - 34211 - Telex "Combo" WG 392
Bankers: Bank of Nova Scotia of Trinidad & Tobago Limited Cor. Park & Pembroke Streets, Port of Spain.

19th July, 1984

Ref. No. 40000/48/84

Mr. C. Pinder Trintel Limited Telecommunication & Electronics System 32, Stone Street PORT OF SPAIN

Dear Mr. Pinder:

This letter is to acknowledge receipt of your response of 15 June 1984 to the Company's Interconnect Policy and Related Procedures. We thank you for your frank and thought-provoking commentary.

Attached is our point by point response to your comments. As indicated in the attachment, we will reflect several of your comments on subsequent updates of our Interconnect Policy.

We also acknowledge receipt of your application for approval as a Key System Supplier. We will process this application upon completion of minor Policy revisions reflecting the comments of your firm and other Interconnect firms.

Yours respectfully TRINIDAD & TOBAGO TELEPHONE COMPANY LIMITED

C.F.A. Hordatt **GM-Corporate Services** 

84-08-13



# TRINIDA. & TOBAGO TELEPHONE COMPANY, LIMITED

Registered Office:

54 Frederick Street, P.O.Box 917, Port of Spain, Trinidad, W.I. Telephone: 625-8072-Telex: "Combo" WG 22392-Fax 627-1694

Bankers: Bank of Nova Scotia of Trinidad & Tobago Limited Cor. Park & Richmond Streets, Port of Spain.

#### OUR REF: GM-TO/30000/24/90.

March 23, 1990.

#### TO WHOM IT MAY CONCERN.

This is to certify that Trintel Limited with Managing Director Mr. Cecil Pinder, has been both a supplier of Telecommunications equipment as well as contractor for Station Development for over six (6) years.

During the period 1985 to 1987 he was contracted to install services to over 6,000 new customers. All jobs were of a high quality and the contract was satisfactorily implemented.

Mr. Pinder's Company also supplied our organisation with Modems, Test Equipment, Facsimile Machine and Components for our Research Laboratory. In all cases his deliveries were timely and was able to provide technical support as well as maintenance for all equipment supplied by his Company.

On this basis we strongly recommend Mr. Cecil Pinder's organisation for consideration as contractor or supplier in the field of telecommunications.

Yours sincerely,

Richard Saunders, General Manager – Technical Operations.

/sh

Directors: K. Hudson-Phillips (Chairman), A. Walker, P. July, V. Manohar-Maharaj, C. Hordatt, T. Chellew, D. Buck, G. Russell, P. Hollands

# TRINIDAD AND TOBAGO ELECTRICITY COMMISSION

Cable Address: "TRINELCOM" Code: BENTLEY'S

de: BENTLEY'S

Central Area Office: Lisas Boulevard, Couva, Trinidad, W.I.

Telephones: 636-4871 636-2768 636-8107 636-8108 636-8110

Your Ref: <u>A3B/930/mmm</u>

1990 03 30

TO WHOM IT MAY CONCERN

This is to certify that Mr. Cecil Pinder of Communications Management Inc. operated a company in Trinidad and Tobago under the name of TRINTEL LIMITED.

The services offered by TRINTEL LIMITED included:

Installation and Maintenance of Telephone Switchboards Installation and Maintenance of Pilot Cables Other Communication Services.

Trever Huggins AREA SUPERINTENDENT - DISTRIBUTION CENTRAL

# **MY-TEL PRICE LIST**

Florida Price List No. 1 Original Sheet 1

#### TITLE SHEET

#### FLORIDA TELECOMMUNICATIONS PRICE LIST

OF

MY- TEL, INC. 3765 John Young Parkway Orlando, FL 32804 Tel: (321) 728-3438 Fax: (321) 723-6602

This price list contains the descriptions, regulations and rates applicable for the furnishing of local exchange telecommunications services provided by MY-TEL, INC with principal office at 3765 John Young Parkway, Orlando, FL 32804. 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 place of business.

ISSUED: January 1, 2000

BY:

Cecil Pinder, MBA, President 3765 John Young Parkway Orlando, FL 32804 EFFECTIVE : January 1, 2000

### **CHECK SHEET**

Pages listed below of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages 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.

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

ISSUED: January 1, 2000

EFFECTIVE : January 1, 2000

Cecil Pinder, MBA, President 3765 John Young Parkway Orlando, FL 32804

BY:

## MY-TEL, INC.

SUBSIDIARY OF RAMA COMMUNICATIONS, INC.

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Section 1 - TECHNICAL TERMS AND ABBREVIATIONS	8
Section 2 - Rules and Regulations	14
Section 3 – Basic Service Description and Rates	
Section 4 – Miscellaneous Services	

ISSUED: January 1, 2000

BY:

EFFECTIVE : January 1, 2000

MY-TEL, INC. SUBSIDIARY OF RAMA COMMUNICATIONS, INC.

Florida Price List No. 1 Original Sheet 4

## **SYMBOLS**

The following Table shows the symbols and their uses.

D	Delete or Discontinue
I	Change Resulting In An Increase to A Customer's Bill
М	Moved From Another Price List Location
N	New
R	Change Resulting In A Reduction To A Customer's Bill
Т	Change in Text or Regulation But No Change In Rate or Charge

ISSUED: January 1, 2000

EFFECTIVE : January 1, 2000

BY:

## MY-TEL, INC.

SUBSIDIARY OF RAMA COMMUNICATIONS, INC.

Florida Price List No. 1 Original Sheet 5

## **INDEX OF SERVICES OFFERED**

TYPE OF SERVICEPA	<b>\GE</b>
Custom Calling Services	35
Description of Service	32
Features and Functions	35
Call Blocking	
Call Forwarding	
Call Return	
Call Screening	
Call Waiting/Cancel Call Waiting	35
Caller ID	37
Last Number Redial	
Repeat Dialing	
Special Call Acceptance	
Speed Calling	
Three - Way Calling	36
Local Exchange Service	32
Business Service	33
FCC Charge for Network Access	
LifeLine Service	
Residence Service	
Service Connection Charges	33
Description of Charges	
Access Line Work Charge	
Central Office Work Charge	
Primary Interexchange Carrier Change Charge	
Premise Labor Charge	
Premise Visit Charge	
Record Order Charge	
Service Order Charge	
Rates	
Non-Recurring Charges	

ISSUED: January 1, 2000

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### PRICE LIST FORMAT SHEETS

Sheet Numbering – Sheets numbers appear in the upper right comer of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between pages already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

Sheet Revision Numbers –Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of the various suspension periods, deferrals, etc, the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the check sheet for the sheet currently in effect.

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

Check Sheets – When a price list filing is made with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists the pages contained in the price list, 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 there are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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### Section I – TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this price list for services furnished by the Carrier are defined below.

Access Lines – A telephone facility, which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Applicant – A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Application – A request made orally or in writing for telephone service.

Authorized User -A person, firm or corporation that is authorized by the Company to be connected to the service of the Customer or joint user.

Prepaid Service - Service on the basis of payment in advance for services provided.

**Basic Local Exchange Service** – The provision of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

**Business Service** – Determination as to whether or not Customers' service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

Commission - The Florida Public Service Commission.

**Company** – MY-TEL, INC Depending on the context, "Company" may also refer to Agents or Contractors of the Company, including any facilities-based local exchange carrier whose service the Company is reselling to the Customer.

Contract – The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Price lists.

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#### Section I - TECHNICAL TERMS AND ABBREVIATIONS (contd.)

**Customer** –The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price list.

Customer Provided Equipment – All communications systems, devices, apparatus and their associated wiring, provided by Customer.

**Demarcation Point** – The point where company network services, usually a Network Interface Device (NID), or facilities terminate and, the Company's responsibility for installing and maintaining such services or facilities ends.

**Directory** – A publication containing the dominant LECs alphabetical directory of information relative to a Customer's name or other identification and telephone number.

**Exchange** – A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its environs. It may contain one or more central office together with the associated plant, equipment and facilities used in furnishing communication service within that area.

**Exchange Area** – The area within which the Telephone Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

LATA – A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Price list FCC No. 4.

**Local Calling** – A communication between two access lines in the same exchange or zone or from an access line in one exchange or zone to another access line within another exchange or zone within its local calling area.

Local Calling Area – The geographic area throughout which a Customer of local exchange service obtains telephone service without payment of a toll charge. It includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one, or more than one, central office areas.

Local Exchange Company (LEC) – LEC refers to the dominant local exchange carrier in an area.

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## Section I - TECHNICAL TERMS AND ABBREVIATIONS (contd.)

Minimum Service Term – The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

**Non-Recurring Charge** – The one-time initial charge for services or facilities, including but not limited to, charges for construction, installation or special fees for which the Customer becomes, liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check – Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non-sufficient funds, uncollected funds, account closed, account frozen, no account.

**Person** – A natural person, firm, partnership, corporation, association, municipality, corporation, organization, government agency, real estate trust or other legal entity.

**Point of Demarcation** – The point of demarcation is a point in a Customer's circuit to which the Telephone Company is responsible for service and beyond which the Customer is responsible for service.

**Premises** – The space occupied by a Customer or authorized user in a building or buildings consisting of all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on continuous property.

**Premise Visit Charge** – A charge applied when the location of reported trouble is found to be in the Customer provided equipment and/or inside wiring.

**Recurring Charges** – The monthly charges paid by the Customer for services, facilities and equipment, which continue for the agreed-upon duration of the service.

**Residence Service** – Service will be classified as Residence Service where the business use, if any, is merely incidental and where the major use is a social or domestic nature.

Service Central Office – The term "Service Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

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## Section I - TECHNICAL TERMS AND ABBREVIATIONS (contd.)

Service Connection Charge – The non-recurring charge a Customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

Service Date – As defined in Section 2.13.2, the date on which the Company begins providing service to the Customer.

Service Month – The period beginning each month on the Service Date and ending on the date one month, minus one day, later. For example, if a Customer's Service Date is May 15, then the Service Month for that Customer will begin on the  $15^{\text{th}}$  of each month and will end on the  $14^{\text{th}}$  of the following month thereafter.

Service Order – The request for the company's services executed by the Customer and the company in the format devised by the company. The acceptance by the company and the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

Serving Wire Center – A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the company.

User – Any person who uses telecommunications services provided by the Company under the jurisdiction of the Public Service Commission of the State of FLORIDA.

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## Section 2 - Rules and Regulations

## 2.0 Liability of the Company

- 2.01 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to, mistakes, omissions, interruptions, delays, errors, or defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.20. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special consequential exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 2.02 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fires, fire flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including the state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal state or local governments, or of any civil or military authority; national emergencies; insurrections; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.03 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.04 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.05 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendors equipment.

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- 2.06 The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or persons(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
- 2.07 The Company shall not be liable for any damages resulting from delays in meeting any service dates resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction of work.
- 2.08 The Company is not liable for any defacement or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.09 The Company shall not be liable for damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Company's willful misconduct or negligence.
- 2.010 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the services offered in this price list.
- 2.011 The Company's entire liability for any claim of loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific service in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commended more than one year after the event giving rise to the liability occurred.

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- 2.012 The Company makes no warranties or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.
- 2.1 <u>Claims</u>
- 2.1.1 Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "claims") arising from the use of the services pursuant to this price list involving:
- 2.1.1.A Claims of third parties, including patrons of Customers of Customers, arising out of, resulting from, or related to use of the services.
- 2.1.1.B Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the service.
- 2.1.1.C Claims for patent infringement arising from combining or using facilities and equipment furnished pursuant to this agreement in connection or in combination with facilities or equipment not furnished by the Company.
- 2.1.1.D All other claims arising out of any act or omission of Customer, or Customers or patrons of Customer, in connection with the services made available to Customer pursuant to this agreement. Customer agrees to defend Company against any such claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.
- 2.2 Installation. Testing and Maintenance
- 2.2.1 Installation of Company facilities will be charged on a time and materials basis at rates listed in this price list.

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- 2.2 Installation, Testing and Maintenance (contd.)
- 2.2.2 Upon suitable notice, the Company may make such tests, adjustments and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition at rates listed in this price list. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments or inspections.
- 2.2.3. The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities provided by Company. Company will charge Customers the rates listed in this price list for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities provided by Company.
- 2.2.4. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of labor charges as listed in this price list for the period of time from when Company personnel are dispatched to the Customers premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- 2.2.5. If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, the labor charges listed in this price list will apply.
- 2.3 Provision of Equipment and Facilities
- 2.3.1 Except as otherwise indicated, Customer-provided station equipment at the Customers premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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- 2.3 Provision of Equipment and Facilities (contd.)
- 2.3.2. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to service furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of services under this price list and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - A. The through transmission of signals generated by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - B. The reception of signals by Customer-provided equipment; or
  - C. Network control signaling where Customer performs such signaling on his/her network control signaling equipment.
- 2.4 Non-Routine Installation
- 2.4.1. At the Customers request installation and/or maintenance maybe performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on not less than the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customers request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- 2.5 <u>Ownership of Facilities</u>
- 2.5.1 Title to all facilities provided in accordance with this price list remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in any fiber optic or other facilities and associated equipment provided by Company hereunder.

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#### 2.6 Rights-of-Way

- 2.6.1 Where economically feasible, Company shall directly or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide service. Except as otherwise provided herein, any and all costs associated with acquiring rights-of-way up to the point of entry to the Customer's location shall be borne entirely by Company.
- 2.6.2 Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at Customers location to the termination point where service is finally delivered to Customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit instillation of Company-provided facilities, shall be borne entirely by Customer.

Customers use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

## 2.7 <u>Services Provided by Other Companies</u>

2.7.1 Company shall have no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any dispute or discrepancies with the service provider.

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## 2.8 Governmental Authorizations

2.8.1 The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal, Communications Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

## 2.9 Assignment

- 2.9.1 The Company may, without obtaining any further consent from Customer, assign any right privileges or obligations under this price list. Customer shall not without prior written consent Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this price list, any attempt make such an assignment transfer, disposition without consent shall be null and void.
- 2.10 Prohibited Uses
- 2.10.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorizations, license consents and permits required to be obtained by Customer with respect thereto.
- 2.10.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to demonstrate that their use of the Company's offering complies with relevant laws, regulations, policies, orders and decisions.

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## Section 2 - Rules and Regulations (contd.)

- 2.10 Prohibited Uses (contd.)
- 2.10.3 The Company may require a Customer to immediately shut down its transmission of signal if said transmission is causing interference to others.
- 2.10.4 Customer use of any resold service obtained from other service providers shall also subject to any applicable restrictions in the underlying providers' publicly available price lists.
- 2.10.5 A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.
- 2.11 Obligations of the Customer
- 2.11.1 Customer Responsibilities
  - A. The Customer shall pay all applicable charges as set forth in this price list. The Customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of Customer, authorized user, or joint user, or the non compliance by the Customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
  - B. Customer shall arrange access to any of the nights-of-way, conduit and equipment space, which it is responsible for obtaining pursuant to Section2.7 above, at any time so that Company's authorized personnel, employees or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company.

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2.11.1 Customer Responsibilities (contd.)

Customer acknowledges that when repair work is required to restore services after interruption, it may be necessary to provide the access on twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer-provided conduit at any splice or junction box. No credit allowance under Section 2.20 will be made for the period during which service is interrupted for such purposes.

- C. The Customer shall make available to Company such space, power, environmental conditioning and other resources at Customer's premises as Company shall request for the provision of service hereunder.
- D. Customer shall provide a safe place to work, which complies with all laws and regulations regarding the working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to Section 2.7 above, and at which Company authorized personnel, employees or agents may be installing, inspecting, maintaining, replacing, repairing or removing fiber optic cable or other cable or other facilities -and equipment.
- E. Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each Customer termination point, except for premises equipment and building wiring provided by Company as part of the services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in Customers premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and right-f-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by Customer to comply with the lease or other contractual obligations to which Customer is a party.

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- 2.11.1 Customer Responsibilities (contd.)
  - F. Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses and permits as may be required to permit Customer to comply with its obligations hereunder.
- 2.12 Customer Equipment and Channels
  - A. In General
  - A. 1 A Customer may transmit or receive information or signals via the services provided by the Company.
  - B. Station Equipment
  - B. 1 Customer-provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer-Provided Station Equipment with Part 68 of the FCC Rules is the responsibility of the Customer.
- 2.12.1 Customer Equipment and Channels (contd.)
  - B.2 The Customer, authorized user, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, of maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2.12.2 Customer Equipment and Channels (contd.)

#### 2.12.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- B. Service may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with the terms and conditions of the price lists of the other communications carrier, which are applicable to such connections.

#### 2.12.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth in this price list for installation, operation, and maintenance of Customer-provided facilities, equipment and wiring in the connection of Customer-provided facilities and equipment to Company owned facilities and equipment.
- 2.13 Payment for Service
- 2.13.1 Payment and Collection of Charges
  - A. The Customer is responsible for prepayment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. The Customer's responsibility also includes charges associated with the fraudulent use of facilities and services by the Customer or any end users of the Customer.

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## 2.13.1 Payment and Collection of Charges

- B. Customer shall pay in advance the amount(s) as specified in the price list for the Services. Non-recurring charges, including construction, are due in advance. Fixed recurring charges shall be paid in advance.
- C. When service does not end on the last day of a Service Month, the charge for the fraction of the Service Month in which service was furnished may be calculated on a pro rata basis. For this purpose, every Service Month is considered to have thirty (30) days. This only applies to fixed monthly recurring charges.

## 2.13.2 Service Date

A. Upon receipt of an Advance Payment in the amount of the applicable monthly charge (per access line), the Service Order charge plus any other charges due for services requested, the Company will arrange for service to be provided to the Customer. The first date thereafter on, which the access line serving the Customer's premise is capable of completing local calls, shall be the Service Date.

#### 2.13.3 <u>Taxes and Other Surcharges</u>

A. Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income).

## 2.13.4 <u>Minimum Service Term</u>

A. Service is provided on the basis of a minimum period of at least one Service Month. For the purpose of computing charges in this price list, a Service Month is considered to have thirty (30) days.

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#### 2.13.5 Prepayment for All Services

- A. In order to assure continued service, the Company must receive actual payment to its account for all services to be provided to the Customer on or before the first day of each Service Month. All payment must be made in cash, by wire transfer, by money order or by any other ready funds such that the Company's account will be credited by its bank with the full amount of the Customer's payment immediately upon payment by the Customer. Payment by check issued by the Customer will not be sufficient.
- 2.13.6 Late Payment Charge
  - A. Customers failing to prepay for any service shall be subject to a late payment charge of five (5) percent of the amount due unless payment is received by no later than 5:00 p.m. on the date six (6) days after the first day of the Service Month for which payment is due.
- 2.13.7 Non-Sufficient Funds Checks
  - A. Checks presented in payment for services and subsequently returned to the Company by the Customers financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a non-recurring charge per Customer, per check of <u>\$25.00</u>.
- 2.14 Deposits and Failure to Make Advance Payment
- 2.14.1 To safeguard its interests, before a service is provided, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. Deposit does not relieve the Customer of the responsibility of advance payment. If service is discontinued the amount of a deposit will be applied to the Customers account and any credit balance remaining will be refunded. Interest on the cash deposit will be paid at the rate established by the Commission. Company may refuse service if advance payment, and a deposit, is not paid.

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- 2.15 Discontinuance of Service
- 2.15.1 Upon failure to pre-pay for monthly regulated service owing to the Company by the first day of each Service Month, the Company may, by giving seven (7) days written notice to the Customer, discontinue or suspend service to the Customer.
- 2.15.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving thirty (30) days prior notice in writing to the Customer, discontinue or for security for the payment of service(s), as specified in this price list.
- 2.15.3 The Customer uses service to transmit a message, locate a person or otherwise suspend service without incurring any liability if such violation continues during that period.
- 2.15.4 Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.15.5 If the Customer is indebted to the company for other than current charges, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.15.6 Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.15.7 In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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## 2.16 Cancellation of Service

- 2.16.1 If a Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period as set forth in this price list all costs, fees and expenses reasonably incurred in connection with 1) all non-recurring charges reasonably expended by the Company to establish service to the Customer, 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, and 3) all recurring charges specified in the applicable service order price list for the balance of the then-current term.
- 2.16.2 The Company may discontinue the furnishings of any and/or all service(s) to the Customer without incurring any liability:
  - A. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to the following:
  - A.1 The Customer refuses to furnish information to the Company regarding the Customer's credit worthiness, if requested; or its past or current use of common carrier communications services or its planned use of service(s); or
  - A.2 The Customer provides false information to the Company regarding the Customers identity, address, credit worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
  - A.3 The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
  - A.4 The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the price listed charges for the service by:

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#### 2.16.2 Cancellation of Service

- A.4.1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this price list or
- A.4.2 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
- A.4.3 Any other fraudulent means or devices.
- A.5 For failure to pay for service in a timely fashion, in accordance with Section 2.15.1 of this price list,
- A.6 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service, as specified in this price list; or
- A.7 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this price list if the non-compliance is not corrected within that seven- (7) day period.
- 2.16.3 The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.
- 2.17. Application for Service
- 2.17.1 Service is installed and provided upon acceptance by the Company of its standard service application completed by the Customer.
- 2.18. <u>Cancellation of Application for Service</u>
  - 2.18.1 Applications for service may be canceled at any time prior to notification by the Company that service is available for Customers on or prior to the service date, whichever is later.

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- 2.18. Cancellation of Application for Service (contd.)
  - 2.18.2 Where the Company incurs any expense in connection with applications for service, or where placement of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursement, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the application for or- provision of service.
- 2.18.3 The charges described above will be calculated and applied on a case by case as is.
- 2.19 Moves, Adds and Changes
- 2.19.1 Upon receipt of notice from Customer and prepayment of any related charges, Company will add, delete or change locations or features of specific lines and equipment. Company shall charge Customer a nonrecurring charge for such service.

The Company may require a signed authorization from the Customer for additions to or changes in the existing service or application.

- 2.20 <u>Allowances for Interruption in Service</u>
- 2.20.1 A credit allowance will be given on a per-line basis for any period during which any line subscribed to by Customer remains out of service, as defined hereunder, except as specified below. Out of service conditions is defined as complete loss of call origination and/or receipt capability. Credit allowances, if any shall be deducted from the charges payable by Customer hereunder and shall be deducted by the Customer on payment of next month's charges.

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- 2.20 Allowances for Interruption in Service
- 2.20.2 A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this price list by Company. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. During the testing and repair period, service is considered to be impaired, but not interrupted.
- 2.20.3 For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.
- 2.20.4 Two or more service interruptions of the same type to the same line of two (2) hours or more during any one twenty-four hour period shall be considered as one (1) interruption. In no event shall such interruption credit for any one line/equipment exceed one (1) day's fixed recurring charges for such line in any twenty-four hour period.
- 2.20.5 Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections:
  - A. Interruptions of 24 Hours or Less

Length of Service Interruption Less than 30 Minutes	Credit None
30 Minutes - 2 Hours & 59 Minutes	1/10 Day
	1/5 Day
3 Hours - 5 Hours & 59 Minutes	
6 Hours - 8 Hours & 59 Minutes	2/5 Day
9 Hours - 11 Hours & 59 Minutes	3/5 Day
12 Hours - 14 Hours & 59 Minutes	4/5 Day
15 Hours - 24 Hours & 59 Minutes	One Day

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- 2.20.5 Credit allowances (contd.)
  - B Interruptions Over 24 Hours
  - B.1 Interruptions of more than twenty-four (24) hours will be credited four (4) hours for each four-hour period or fraction thereof. No more than one full day's credit will be allowed in any twenty-four hour period.
- 2.21. Limitations on Credit Allowances
  - 2.21.1 No credit allowances will be made for:
    - A. Interruptions due to the negligence of, or non-compliance with the provisions of this price list by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- 2.21. Limitations on Credit Allowances
  - B. Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
  - C. Interruptions of service during any period in which the Company is not given access to the premises at which the Company-provided service is interrupted or terminated.
  - D. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
  - E. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
  - F. Interruptions of service due to circumstances or causes beyond the control of Company.

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- 2.21 Limitations on Credit Allowances
- 2.22 Joint Use Arrangements
  - 1. Joint use arrangements will be permitted for all services offered pursuant to this price list.
  - 2. From each joint use arrangement, one member will be designated the responsible Customer for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from this Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.
- 3.1 Description of Service; No Usage Sensitive Charges
  - 1. Services are available to business and residence Customers. The classification of service as business or residence is determined by the character of use of the service as specified in the Technical Terms and Abbreviations Section of this price list.
  - 2. The Company's basic service consists of flat-rate unlimited local calling. None of the services offered by the Company are charged on a per-call or per-minute-of use basis, and therefore the Company has no policy on the timing of calls, call initiation or call termination.
- 3.2 Local Exchange Service
  - 1. Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a serving central office that provides Customer access to the switched network for placing and receiving calls. Access to 911 Emergency Services is provided at no charge. The Company does not provide interexchange service (also known as "long distance ... intraLATA," or "toll" service).

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3.2 Local Exchange Service (cont'd)

#### A <u>Residence Service</u>

MY-TEL offers residential Customers a monthly flat rate for all their local calling needs, The residential Customer is provided an individual access line and unlimited local calling within their Local Calling Area as defined in Section 1.

#### 1 Monthly Charge Per Access Line

#### For Basic Service

The Monthly Charge Per Access Line includes (a) unlimited calling within the specified local calling area, as described in Section 3.4. 1 (B) of this Price list. (A.) MONTHLY CHARGE PER LINE **\$44.95** 

#### 1. Optional Features

The following table shows the pricing of the available Optional Features. These features are described in Section 3.4.1 of this Price List.

ITEM	FEATURE	Residence	Business
<u>B</u> . I	Call Forwarding	\$6.00	\$7.00
<b>B</b> .2	Call Waiting	\$6.00	\$7.00
<b>B</b> .3	three-way Calling	\$6.00	\$7.00
<b>B</b> .4	Speed Calling	\$6.00	\$7.00
<b>B</b> .5	Repeat Dialing	\$6.00	\$7.00
<u> </u>	Call Screening	\$6.00	\$7.00
<u>B.7</u>	Special Call Acceptance	\$6.00	\$7.00
B.8	Call Blocking	\$6.00	\$7.00
<u>B.9</u>	Call Return	\$6.00	\$7.00
<b>B</b> .10	Last Number Redial	<u>\$6.00</u>	\$7.00
<u>B.11</u>	Caller ID	\$10.00	\$10.00
<b>B</b> .12	Caller ID set up Fee	\$10.00	\$10.00

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## Section 3 - Basic Service Description and Rates (contd.)

**B.** Business Service

#### Monthly Charge Per Access Line

MY-TEL offers business Customers a monthly flat rate for all their local calling needs. The Customer is provided an individual access line and calling within their Local Calling Area as defined in Section 1.

Monthly Recurring Charge A monthly recurring charge per access line includes unlimited calling within the specified local calling area. (a.) MONTHLY CHARGE PER LINE \$55.00.

- C. FCC Charge for Network Access
- C.1 The following FCC Charge for network access applies to all Customers:
- C.1.1 Monthly Recurring Charges

(a.) Business	\$3.50.
(b.) Residence	\$3.50.

- D LifeLine Service
- D.1 As Required by Commission.

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## Section 3 - Basic Service Description and Rates (contd.)

- E. Service Connection Charges
- 1. Service connection charges are non-recurring charges which apply to ordering, installing or changing of local telephone service. One or more Service Connection Charges may apply to each Customer order depending upon the work functions performed.
- 1. Service Order Charge

Applies to receiving, recording and processing information necessary to execute a Customer's requestto connect, move or change telephone service. This charge applies when central office work is required and/or when a Customer establishes a new account.

2. Record Order Charge

Applies to receiving, recording and processing information necessary to execute a Customers request where only the Customer, company business office, directory or billing records is involved. This charge also applies to subsequent Customer orders where no central office access work is necessary.

3. <u>Central Office Work Charge</u>

Applies to the work associated with the establishment or changing of the line connection in the central office.

4. Access Line Work Charge

Applies to performing work associated with the telephone line extending from the serving central office to the Customers premise. This includes, but it not limited to, cable cross-connections and connecting or moving the drop wire, protector or network interface device.

5. **Premise Labor Charge** 

Applies to connect or modify lines or equipment at the Customers location. Charges are based upon the time spent at the Customer's premises. Premise Labor Charges apply during regularly scheduled work hours (8:00AM to 5:00 PM Monday through Friday). The minimum Premise Labor Charge is one-quarter (1/4) hour.

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## Section 3 - Description of Services Offered (contd.)

- E. Service Connection Charges (contd.)
- 6. Premise Visit Charge

Applies to each trip to the Customers premise for work performed or troubles identified on the Customers side of the demarcation point. The Premise Visit Charge is waived if trouble is found to be in the Company's equipment (i.e. on the Company's side of the demarcation point).

1. Primary Interexchange Carrier Change Charge (PIC Change Charge) Applies each time an end user changes primary interexchange carriers. This charge is designed to cover costs incurred to change primary interexchange carriers in the billing systems and switching systems

## Section 3 - Basic Service Description and Rates (contd.)

#### B. <u>RATES</u>

**B.1 Non-Recurring Charges** 

Item	Activity	Residence	Business
<b>B</b> .1.1	Service Order Charge	\$40.00	\$60.00
B.1.2	Order Record Charge	\$12.00	\$14.00
B.1.3	Central Office Work Charge	\$26.00	\$32.00
<b>B</b> .1.4	Access Line Work Charge	\$12.00	\$26.00
B.1.5	Premise Labor Charge (per 1/4 hr)	\$27.75	\$29.00
<b>B</b> .1.6	Premise Visit Charge (per visit)	\$27.75	\$29.00
B.1.7	Number Change	\$40.00	\$60.00
B.1.8	Add Feature	\$25.00	\$35.00
B.1.9	Change Service Location	\$40.00	\$60.00
<b>B</b> .1.10	Add Long Distance	\$25.00	\$35.00

#### A <u>Non-Recurring Charges</u>

The following non-recurring charges apply to custom calling services:

Item	Activity	Residence	Business
A.1	New or Change Per Line	\$12.00	\$23.00

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## Section 3 - Basic Service Description and Rates (contd.)

## B. Recurring Charges

The following monthly recurring charges apply to custom calling services:

ITEM	FEATURE	Residence	Business
B. I	Call Forwarding	\$5.00	\$6.00
B.2	Call Waiting	\$5.00	\$6.00
B.3	three-way Calling	\$5.00	\$6.00
<b>B</b> .4	Speed Calling	\$5.00	\$6.00
B.5	Repeat Dialing	\$5.00	\$6.00
<b>B</b> .6	Call Screening	\$5.00	\$6.00
<b>B</b> .7	Special Call Acceptance	\$5.00	\$6.00
<b>B</b> .8	Call Blocking	\$5.00	\$6,00
<b>B</b> .9	Call Return	\$5.00	\$6.00
<b>B</b> .10	Last Number Redial	\$5.00	\$6.00
<b>B</b> .11	Caller ID Deluxe	\$10.00	\$10.00

## 3.3 Hearing and Speech Impaired Customers

#### 3.3.1 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 price list rates for every call in excess of 50 within the billing cycle.

#### 3.3.2 Telecommunications Relay Service

For calls received from the relay service, the Company will when billing relay calls discount relay service call by 50 percent off of the otherwise applicable rate for 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.

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## Section 3 - Description of Services Offered (contd.)

#### 3.4 Custom Calling Services

Custom Calling Services are optional service arrangements of central office features furnished to individual line Customers. The following custom calling features are available within the exchange area of all exchanges served by a central office where facilities and operating conditions permit. Customers may subscribe to one or more of the following features:

- 3.4.1 Features and Functions
  - A. Call Forwarding Call Forwarding allows the Customer's calls to follow the Customer to any telephone number of Customer's choice.
  - B. Call Waiting/Cancel Call Waiting permits the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and, by operation of the switchhook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switchhook. Cancel Call Waiting allows a Customer to disable Call Waiting for the duration of an outgoing call by dialing an activation code immediately prior to placing the call. Cancel Call Waiting is automatically deactivated when the Customer disconnects from the call.
  - C. Three-way Calling. Permits the Customer to add a third party to an established connection on both outgoing and incoming calls.
  - D. Speed Calling. Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. This feature is available as an eight-code list or thirty-code list.
  - E. <u>Repeat Dialing</u>. Permits the Customer to have calls automatically redialed when the first attempt reaches a busy number.
  - F. Call Screening: Allows the Customer to designate up to ten (10) telephone numbers from which incoming calls will be automatically completed to a prerecorded announcement indicating that calls are not being taken at this time.

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## Section 3 - Description of Services Offered (contd.)

## 3.4.1 Features and Functions (contd.)

<u>Special Call Acceptance</u>. Allows a Customer to select up to twelve telephone numbers from which calls are to be received. All other calls originating from the Customers local exchange area are routed to an announcement informing the caller the Customer is not accepting calls. Calls from outside the Customers exchange area will ring normally. Diverted callers will not be charged to intraLATA toll calls.

<u>Call Blocking.</u> Allows a Customer to block incoming calls from a maximum of twelve (12) numbers. Blocked calls are routed to a recorded announcement, which specifies that the called party is not accepting calls. Diverted callers will not be billed for intraLATA toll charges.

- G. <u>Call Return.</u> Allows the Customer to return a call to the last incoming call whether answered or not. Note that the Customer will be unable to return a call outside of the Customer's Local Calling Area unless the Customer subscribes to interexchange (long distance) service from a service provider other than the Company.
- J. <u>Last Number Redial</u> Allows the Customer to automatically place a call to the last called number.
- K. Caller ID Automatically displays the phone number, name, date and time of the caller on a display unit (purchased separately) at the time the call is received, enabling the Customer to know who is calling before they pick up the phone. The Company will not be liable for any economic harm, personal injury, invasion of any right of privacy of any person, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by the Company's delivery or failure to deliver the telephone number of the calling party.

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## Section 4 - Miscellaneous Services

#### 4.1 Directory Assistance

Customers may obtain directory assistance in determining telephone numbers for a charge by calling the Directory Assistance (D.A.) Operator. A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut off during the call.

<b>A</b> .1	D.A. Charge Per Call:	\$0.60
A.2	D.A. Call Completion	\$0.75

#### 4.2 Directory Listings

The Company provides for a single directory listing in the alphabetical (white) section of the telephone directory published by the dominant exchange service provider in the Customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Non-published listings are not listed in the directory or in the Company's Directory Assistance Records. Changes and/or additions to directory listings may incur applicable Service Connection Charges.

#### Monthly Change

Item	Activity	Residence	Business
A	Initial Listing - White Pages	No Charge	No Charge
В	Additional Listing	\$1.05	\$1.55
C	Non-Published Listing	No Charge	No Charge

#### 4.3 IntraLATA Toll Services

For the purposes of this Price List, MY-TEL does not provide intraLATA toll services; however, Customers will have access to obtain one plus dialing though a separate long distance provider.

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## Section 4 - Miscellaneous Services

- 4.5 Miscellaneous Services
- 4.5.1 900 976 Call Blocking Service
  - A. Calls to other telephone companies' caller-paid information services (e.g. :900, 976), etc. will be blocked by the Company's switch, and such Blocking Service will be offered at no charge in all exchanges where facilities and conditions permit. Customers will not be charged to remove call blocking for the first request, subsequent requests of removal of call blocking or to reinstall call blocking if so desired, will be charged as follows.

#### Nonrecurring Charge

Item	Feature	Cost
A.1.1	Call Blocking (Per Line	\$12.00
A.1.2	Remove Call Blocking (Per Line	\$12.00
A.1.3	Reinstall Call Blocking (Per Line	\$12.00

- 4.5.2 Remote Call Forwarding
  - A. Remote Call Forwarding utilizes a telephone number and central office facilities to automatically forward all incoming calls, dialed to that telephone number, to another telephone number within the Customer's Local Calling Area. Applicable Service Connection Charges apply as set forth in Section 3.3, B, of this Price list in addition to the \$16.00 charge per month.
  - A. 1 Charge Per Month: \$16.00

## 4.5.3 Call Tracing

A. Allows the Customer to dial a code to automatically request that the Company records a caller's originating telephone number and date and time of call as well as the date and time of the Customer-initiated trace. This information is stored by the Company and disclosed only to a law enforcement agency for investigation purposes

**A**. 1

Charge Per Trace \$5.00

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## Section 4 - Miscellaneous Services

- 4.5.4 Customized Number Service
  - A. Customized Number Service allows a Customer to order a specified telephone number rather than the next available number and is furnished subject to the availability of facilities. The Company shall not be liable to any Customer for direct, indirect or consequential damages caused by a failure of service, change of number or assignment of a requested number to another Customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.
  - 1 Charge Per Number: \$1.00
- 4.5.5 Line Hunting

Line Hunting is available to business Customers and allows the Customer to specify a hunting sequence or hunting arrangement for call distribution of incoming calls

1. Monthly Charge Per Line: \$10.00

#### 4.6 Local Operator Services

A per call service charge applies in addition to the per minute usage rates when applicable. The service charge applies in all rate periods and is as follows

Α	Customer Dialed Calling Card	\$1.00
В.	Station to Station operator assisted, collect third party	\$1.50
<b>C</b> .	Person to Person operator assisted local call	\$2.75
D.	Operator Busy Verification	\$1.00
Ε.	Operator Emergency Interruption	\$1.00

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## Section 4 - Miscellaneous Services (Cont'd)

#### 4.7 Non-Routine Installation and/or Maintenance,

At the Customer's request, installation and/or maintenance may be performed outside of Company's regular business hours, on (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular hours in time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 5 SCHEDULE OF FEES AND SERVICES

Item	Activity	Cost
1	Reactivation Fee	\$25.00
2	Late Charge	\$10.00
3	Up Grade	\$25.00
4	Change of Billing Date	\$1.50/Day
5	NSF Checks	\$25.00
6	Caller ID	\$10.00/month
7	Caller ID Connection Fee	\$10.00
8	Long Distance : Initial Processing Fee	\$25.00
9	Monthly Processing Fee	\$5.00/month
10	Monthly Maintenance Fee	\$5.00/month

## Section 6 - Promotional Offerings

#### 6.1 **PROMOTIONAL OFFERINGS**

6.1.1 The Company may from time to time, upon the Commission approval, engage in special promotional service offerings designed to attract new Customers or to increase existing Customers' awareness of a particular price list offering. These offerings may be limited to certain dates, times and/or locations.

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