

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Discount Utilities, LLC for)
an Application for Original Authority to)
Provide Interexchange Telecommunications)
Services Within the State of Florida.)

No. 971599-TT

APPLICATION FOR AUTHORITY

Discount Utilities, LLC ("Applicant"), pursuant to Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (11/95):

1 and 2. Applicant requests Original Authority to operate as an interexchange telecommunications company providing outbound long-distance telecommunications services within the State of Florida. As a switchless non-facilities-based provider of long-distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own. Applicant relies on the network of its underlying carrier for local access, switching and transport. Applicant's technical ability to provide service is, therefore, based solely on that of its underlying carrier's network. Applicant requests authority to provide intrastate telecommunications services as an adjunct to its interstate services.

3. Applicant's legal name is Discount Utilities, LLC

4. Applicant will be doing business as Discount Utilities, LLC.

5 and 6. Applicant will not have a Florida office, nor maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's national office.

DOCUMENT NUMBER-DATE

12551 DEC-95

FPSO-REG0000 (05/00/00)

Applicant's principal business address is:

P.O. Box 839
Monticello, Indiana 47960

7. Applicant is a privately-held corporation organized under the laws of the State of Indiana on September 9, 1997. Applicant's Articles of Organization are submitted as **Exhibit A**.

8. Not applicable.

9. (a) Proof from the Florida Secretary of State that the Applicant has authority to operate in Florida appears as **Exhibit B**.

(b) The name and address of the Applicant's Florida registered agent are:

Corporation Service Company
1201 Hays Street
Tallahassee, Florida 32301

(c)(1) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.

(c)(2) No officers, directors or shareholders are, or have previously been, affiliated in any way with a Florida certified telephone company.

10. (a and c) Correspondence and communications concerning this Application and tariff should be directed to Applicant's regulatory consultant:

Mr. Mark Nyhus
c/o HARBOR CONSULTING GROUP INC.
P.O. Box 2461
4312 92nd Avenue N.W.
Gig Harbor, Washington 98335
Telephone: 253.265-3910
Facsimile: 253.265-3912

(b) Official Point of Contact for ongoing operations of the Applicant is:

Mr. Steve Brown
P.O. Box 839
Monticello, Indiana 47960
Telephone: 219.583.6560
Facsimile: 219.583.2153

(d) Customer complaints/inquiries should be directed to Applicant's customer service department at 800.868.8133.

11. (a through f) Applicant is authorized to operate as an interexchange carrier in Michigan. Applicant has an application pending for interexchange certification in Indiana. In no instance has Applicant been denied authority to operate, had regulatory penalties imposed or been involved in civil court proceedings with any telecommunications entity.

12. Applicant will not offer services to other certified telephone companies.

13. Applicant markets its services through in-house sales staff. Applicant does not engage in multi-level marketing.

14 and 15. Applicant's sales staff will be compensated as employees.

16. All customers will receive bills for Applicant's services.

17. (a) Applicant's name will appear on its billing materials.

(b) Applicant's will process its own billing.

18. (a) The strength of Applicant's financial ability is demonstrated by Applicant's verified financial statement, which is attached as **Exhibit H**.

(b) A summary of Applicant's management experience is attached as **Exhibit G**.

(c) Applicant's technical ability to provide service is entirely dependent on that of its underlying carrier.

19. Applicant's proposed tariff is attached hereto as **Exhibit C**.

20. Applicant is a value-added, non-facilities-based provider of resold interexchange

telecommunications services. Applicant proposes to provide resold outbound interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of Florida, utilizing a flat rate structure.

Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant. Applicant does not propose to offer alternative operator services. All network facilities are the property of, and controlled by, Applicant's underlying carrier. Applicant assumes full responsibility for marketing and sales, billing and customer service functions. Applicant seeks to provide long-distance services at rates that are competitive with those of other interexchange carriers providing interexchange service in the State of Florida. Rates, terms and conditions pertaining to Applicant's service appear in Applicant's tariff at **Exhibit C**.

21. For "1 Plus" long distance services, customers dial "1" plus the number to be called in order to complete a call. For "800" services, the caller simply dials the customer's assigned toll-free number.

22. Commission approval of the instant Application will bring the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) innovative telecommunications services;
- (c) increased consumer choice in telecommunications service and alternative billing options;
- (d) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (e) an additional tax revenue source for the State of Florida.

While providing its subscribers with cost advantages realized by the resale of communications services, Applicant's proposed service will necessarily utilize existing carrier

network facilities more efficiently through increased usage and provide greater revenues for local exchange carriers through the purchase of additional access obtained through underlying carriers.

23. Applicant will comply with all the rules and regulations of the Commission and will respond to any Commission request for further information or evidence regarding Applicant's proposed services.

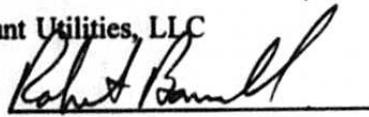
WHEREFORE, Discount Utilities, LLC respectfully requests that the Florida Public Service Commission grant to it Original Authority to operate as a reseller of telecommunications services within the State of Florida.

(Signature on Following Page)

Respectfully submitted this 10th day of November, 1997.

Discount Utilities, LLC

By:



Robert Bonnell

Manager

P.O. Box 839

Monticello, Indiana 47960

Telephone: 219.583.6560

Facsimile: 219.583.2153

HARBOR CONSULTING GROUP INC.

P.O. Box 2461

4312 92nd Avenue N.W.

Gig Harbor, Washington 98335

Telephone: (253) 265-3910

Facsimile: (253) 265-3912

Applicant's Regulatory Consultants

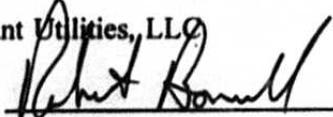
APPLICANT ACKNOWLEDGMENT STATEMENT .

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 of \$50.00 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.
6. **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 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 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."

Respectfully submitted this 10TH day of NOVEMBER, 1997.

Discount Utilities, LLC

By: 

Robert Bonnell

Manager

P.O. Box 839

Monticello, Indiana 47960

Telephone: 219.583.6560

Facsimile: 219.583.2153

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
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Provide Interexchange Telecommunications)
Services Within the State of Florida.)

LIST OF EXHIBITS

EXHIBIT A	ARTICLES OF ORGANIZATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	PROPOSED TARIFF
EXHIBIT D	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
EXHIBIT E	INTRASTATE NETWORK
EXHIBIT F	FLORIDA TELEPHONE EXCHANGES
EXHIBIT G	MANAGEMENT EXPERIENCE
EXHIBIT H	FINANCIAL STATEMENT

EXHIBIT A

ARTICLES OF ORGANIZATION
(Attached)

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF ORGANIZATION

OF

DISCOUNT UTILITIES, LLC

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Organization of the above limited liability company have been presented to me at my office accompanied by the fees prescribed by law and that I have found such Articles conform to the provisions of the Indiana Business Flexibility Act, as amended.

NOW, THEREFORE, I hereby issue to such limited liability company this Certificate of Organization, and further certify that its existence will begin September 09, 1997.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Ninth day of September, 1997.

Sue Anne Gilroy

SUE ANNE GILROY, SECRETARY OF STATE

CMS
Deputy

W/D ✓
ARTICLES OF ORGANIZATION

OF
DISCOUNT UTILITIES, LLC

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The undersigned individual, acting as sole organizer, hereby forms a limited liability company under the Indiana Business Flexibility Act (the "Act") and does hereby adopt as the Articles of Organization of such limited liability company the following:

Article 1. Name. The name of the limited liability company shall be DISCOUNT UTILITIES, LLC (the "Company").

Article 2. Duration. The period of the Company's duration shall be One Hundred (100) years from the date of filing of the Articles of Organization with the Secretary of State of Indiana, unless sooner dissolved in accordance with the Act.

Article 3. Purpose. The Company shall have unlimited power to engage in and do any lawful act concerning any or all lawful business relating to communications, or any or all lawful businesses for which limited liability companies may be organized according to the laws of the State of Indiana, including all powers and purposes now and hereafter permitted by law to a limited liability company.

Article 4. Registered Office and Registered Agent.
A. The address of the registered office of the Company in Indiana is 108 W. Washington St., Monticello, IN 47960.

B. The name of the registered agent of the Company at the above registered office is Robert D. Ponnell.

Article 5. Admission of Additional Members. Additional Members may be admitted at such times and on such terms and conditions as all Members may unanimously agree, and as provided in the Operating Agreement of the Company.

Article 6. Continuation of Business of the Company. The remaining Members of the Company may continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the Company upon agreement of a majority in interest of the members and as provided in the Operating Agreement of the Company.

Article 7. Management. The Company is to be managed by managers in accordance with the Operating Agreement.

Article 8. Indemnification of Members, Organizers and Managers.

(a) To the greatest extent not inconsistent with the laws and public policies of Indiana the Company shall indemnify any Member, Organizer or Manager (any such Member, Organizer or Manager, who is a person, and any responsible officer, partner, shareholders, directors, or managers of such Member, Organizer or Manager which is an Entity, hereinafter being referred to as the indemnified "individual") made a party to any proceeding because such individual is or was a Member, Organizer, or Manager as a matter of right, against all liability incurred by such individual in connection with any proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such individual is permissible in the circumstances because the individual has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay for or reimburse the reasonable expenses incurred by a Member, Organizer or Manager in connection with any such proceeding in advance of final disposition thereof if (i) the individual furnishes the Company a written affirmation of the individual's good faith belief that he or she has met the standard of conduct for indemnification described in paragraph (c) of this Article, (ii) the individual furnishes the Company a written undertaking, executed personally or on such individual's behalf, to repay the advance if it is ultimately determined that such individual did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be general obligation of the individual, subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a Member, Organizer or Manager who is wholly successful, on the merits or otherwise, in the defense of any such proceedings, as a matter of right, against reasonable expenses incurred by the individual in connection with the proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a Member, Organizer or Manager for indemnification or advancement of expenses, as the case may be, the Company shall expeditiously determine whether the Member, Organizer or Manager is entitled thereto in accordance with this Article. The

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indemnification and advancement of expenses provided for under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

(b) The Company shall have the power, but not the obligation, to indemnify any individual who is or was an employee or agent of the Company to the same extent as if such individual was a Member, Organizer or Manager.

(c) Indemnification of an individual is permissible under this Article only if (i) such individual conducted himself or herself in good faith, (ii) such individual reasonably believed that his or her conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceedings, such individual had no reasonable cause to believe his or her conduct was unlawful. Indemnification is not permissible against liability to the extent such liability is the result of willful misconduct, or any improperly obtained financial or other benefit to which the individual was not legally entitled. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the individual did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of expenses is permissible shall be made by any one of the following procedures:

- (i) By the Members by a majority vote consisting of Members not at the time parties to the proceedings; or
- (ii) By special legal counsel selected by the Members in the manner prescribed in subparagraph (d)(i) above.

(e) A Member, Organizer or Manager of the Company who is a party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

- (i) In a proceeding in which the Member, Organizer or Manager is wholly successful, on the merits or otherwise, the Member, Organizer or Manager is entitled to indemnification under this Article, in which case the court shall order the Company to pay the individual his or her reasonable expenses incurred to obtain such court ordered indemnification; or

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(ii) The individual is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the individual met the standard of conduct set forth in paragraph (c) of this Article.

(f) Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his or her conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or a Member, Organizer or Manager of the Company or is or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance expenses to any individual. It is the intent of this Article to provide indemnification to Members, Organizers and Managers to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. If indemnification is permitted under this Article indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation negligence, breach of duty, waste, breach of contract, breach of warrant, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

(h) For purposes of this Article:

(i) The term "expenses" includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.

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- (ii) The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.
- (iii) The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.
- (iv) The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.
- (v) The Company may purchase and maintain insurance for its benefit, the benefit of any individual who is entitled to indemnification under this Article, or both, against any liability asserted against or incurred by such individual in any capacity or arising out of such individual's service with the Company, whether or not the Company would have the power to indemnify such individual against such liability.

DATED: September 8, 1997.


Robert D. Bonnell

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SUE ANNE GILROY

THIS INSTRUMENT PREPARED IN THE LAW OFFICES OF DELLINGER, DELLINGER & SMITH, By: Lewis Dowal Dellinger (#19322-91), 114 Constitution Plaza, PO Box 290, Monticello, IN 47960-0290; Telephone: (219) 583-5128.

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

December 1, 1997

LEWIS DOWAL DELLINGER
DELLINGER DELLINGER & SMITH
P.O. BOX 290
MONTICELLO, IN 47960-0290

Qualification documents for DISCOUNT UTILITIES, LLC were filed on November 24, 1997, and assigned document number M9700000803. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date.

The certification you requested is enclosed.

A limited liability company annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Registration and Qualification Section.

Diane Cushing
Corporate Specialist
Division of Corporations

Letter Number: 497A00056781

State of Florida



Department of State

I certify from the records of this office that DISCOUNT UTILITIES, LLC is an Indiana limited liability company authorized to transact business in the State of Florida, qualified on November 24, 1997.

The document number of this limited liability company is M97000000803.

I further certify that said limited liability company has paid all fees and penalties due this office through December 31, 1997, and its status is active.

I further certify that said limited liability company 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
First day of December, 1997



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by DISCOUNT UTILITIES, LLC, an Indiana limited liability company, authorized to transact business within the state of Florida on November 24, 1997, as shown by the records of this office.

The document number of this limited liability company is M97000000803.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
First day of December, 1997



CR2EO22 (2-95)

Handwritten signature of Sandra B. Northam in cursive.

Sandra B. Northam
Secretary of State

EXHIBIT C

PROPOSED TARIFF
(Attached)

FLORIDA TELECOMMUNICATIONS TARIFF

OF

Discount Utilities, LLC

P.O. Box 839, Monticello, Indiana 47960

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Discount Utilities, LLC ("Discount Utilities") within the State of Florida. This tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: P.O. Box 839, Monticello, Indiana 47960.

Issued: October 17, 1997

Issued By:

Robert Bonnell
Manager
Discount Utilities, LLC
P.O. Box 839
Monticello, Indiana 47960
219.583.6560

Effective Date:

CHECK SHEET

Original Sheet Nos. 1 through 23 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<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
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16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original

Issued: October 17, 1997

Issued By:

Robert Bonnell
Manager
Discount Utilities, LLC
P.O. Box 839
Monticello, Indiana 47960
219.583.6560

Effective Date:

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Section 4 - Rates 22

Issued: October 17, 1997

Issued By:

Robert Bonnell
Manager
Discount Utilities, LLC
P.O. Box 839
Monticello, Indiana 47960
219.583.6560

Effective Date:

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that material has been **moved from** another tariff location.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

Issued: October 17, 1997
Issued By:

Robert Bonnell
Manager
Discount Utilities, LLC
P.O. Box 839
Monticello, Indiana 47960
219.583.6560

Effective Date:

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, 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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet 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 code 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).
- D. **Check Sheets** - When a tariff filing is made with the Commission, 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 sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued: October 17, 1997
Issued By:

Robert Bonnell
Manager
Discount Utilities, LLC
P.O. Box 839
Monticello, Indiana 47960
219.583.6560

Effective Date:

APPLICATION OF TARIFF

This tariff contains the rates applicable to the provision of specialized intrastate resale common carrier telecommunications services by Discount Utilities, LLC between various locations within the State of Florida.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

Issued: October 17, 1997
Issued By:

Robert Bonnell
Manager
Discount Utilities, LLC
P.O. Box 839
Monticello, Indiana 47960
219.583.6560

Effective Date:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Commission:

Florida Public Service Commission

Company:

Discount Utilities, LLC ("Discount Utilities")

Credit Card:

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

Issued: October 17, 1997
Issued By:

Robert Bonnell
Manager
Discount Utilities, LLC
P.O. Box 839
Monticello, Indiana 47960
219.583.6560

Effective Date:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Subscriber:

See "Customer" definition.

Issued: October 17, 1997

Issued By:

**Robert Bonnell
Manager
Discount Utilities, LLC
P.O. Box 839
Monticello, Indiana 47960
219.583.6560**

Effective Date:

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.2. Company is a provider of interexchange telecommunications to Customers for the direct transmission and reception of voice, data and other types of communications.
- 2.1.3. Company resells access, switching, transport and termination services provided by interexchange carriers.
- 2.1.4. Customer's monthly charges for Company's service are based on the total time the Customer actually uses the service.
- 2.1.5. Subject to availability, the Customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this tariff or the Commission rules.

Issued: October 17, 1997

Issued By:

Robert Bonnell
Manager
Discount Utilities, LLC
P.O. Box 839
Monticello, Indiana 47960
219.583.6560

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.
- 2.2.4. Title to all facilities provided by Company under these regulations remains in Company's name.
- 2.2.5. 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 of service.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices, including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have thirty (30) days.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits or other actions or liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by 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 equipment or wiring provided by company where such installation, operation, failure to operate, maintenance, removal, condition, location or use is not the direct result of the Company's negligence.
- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.8. The Company shall not be liable for damages or adjustments, refunds or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claims or demands.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. INTERRUPTION OF SERVICE

- 2.5.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.5.2. No credit allowances will be allowed for an interruption of services for continuous duration of less than two (2) hours.
- 2.5.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/160th for each hour over two (2) such hours of interruption up to a maximum of 6/160th multiplied by the average monthly usage bill of the Customer. If service is activated for less than one (1) month, the monthly usage amount shall be determined by extending the actual usage for the days of service to thirty (30) days.

2.6. RESTORATION OF SERVICE

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

2.7. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

Issued: October 17, 1997

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Discount Utilities, LLC
P.O. Box 839
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219.583.6560

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.8. PAYMENTS AND BILLING**

- 2.8.1. Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the subscriber. Service continues to be provided until canceled by the Customer with no less than 30 days' notice.
- 2.8.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.
- 2.8.3. Billing will be payable upon receipt and deemed past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. Each account shall be granted not less than one (1) complete forgiveness of late payment charge. Customers shall be notified by letter when eligibility for forgiveness of late payment charge has been utilized.
- 2.8.4. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.9. BILLING DISPUTES

- 2.9.1. Billing disputes should be addressed to Company's Customer service organization via telephone to 800.868.8133. Customer Service Representatives are available twenty-four (24) hours per day, seven (7) days per week.
- 2.9.2. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection).

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. BILLING DISPUTES, Continued

2.9.2., Continued

- B. Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Florida Public Service Commission's Division of Consumer Affairs for its investigation and decision.

The address and telephone numbers of the Commission are:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Gerald Gunter Building
Tallahassee, Florida 32399-0850
Telephone: 904.413.6100
Telephone: 800.342.3552 (toll free)

2.10. CANCELLATION BY CUSTOMER

- 2.10.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.10.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.10.3. Any non-recoverable cost of company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY CUSTOMER, Continued

2.10.3., Continued

- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

2.11. CANCELLATION BY COMPANY

2.11.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. CANCELLATION BY COMPANY, Continued

2.11.2. Company may discontinue service according to the following conditions upon ten (10) days written notice:

- A. For violation of Company's filed tariff; or
- B. For the non-payment of any proper charge as provided by Company's tariff; or
- C. For Customer's breach of the contract for service between the utility and the Customer; or
- D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the company shall at all times be entitled to all the rights available to it under law or equity.

2.11.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.12. INTERCONNECTION

2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. INTERCONNECTION, Continued

2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.13. DEPOSITS

The Company does not require a deposit from the Customer.

2.14. TAXES

All state and local taxes are listed as separate line items and are not included in the quoted rates.

2.15. CERTIFICATED RESALE PROHIBITED

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold only by companies authorized by the Florida Public Service Commission to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered (i.e., when two-way communication, often referred to as "conversation time" is possible.) The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call begins when the called party answers and terminates when either party hangs up.
- 3.1.2. For "1 Plus" and 800 services, the minimum call duration for billing purposes is one (1) minute, with six (6) second billing increments thereafter.
- 3.1.3. Any portion of the applicable increment, after the appropriate minimum time for the call, will be rounded up to the next billing increment. Calls less than the minimum length will be rounded to the minimum billing increment.
- 3.1.4. There is no billing for incomplete calls.

3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than 99 percent during peak use periods for all Feature Group D Equal Access 1 plus services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

3.3. DISCOUNT UTILITIES TELECOMMUNICATIONS SERVICES

Company provides switched access telecommunications services which allow Customers to establish a communications path between two stations by using uniform dialing plans.

- 3.3.1. **Discount Utilities "1 Plus" Long Distance Service** is a switched access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in and between points within the State of Florida.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

- 3.3.2. **Discount Utilities 800 Service** is a switched access service, offering users inbound "800" long distance telecommunications services from points originating and terminating in and between points within the State of Florida. This service enables the caller to contact the Customer toll free, through the use of an assigned "800" number.

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SECTION 4 - RATES AND CHARGES**4.1. SERVICE CHARGES**

Monthly service charges per account are based on the following schedules:

4.1.1. Discount Utilities "1 Plus" Long Distance Service**Rates**

Total Monthly Calling Volume	Initial One Minute	Additional Six Seconds
\$0.00 to \$24.99	\$.157	\$.0157
\$25.00 to \$74.99	\$.147	\$.0147
\$75.00 to \$149.99	\$.137	\$.0137
\$150.00 and greater	\$.129	\$.0129

4.1.2. Discount Utilities 800 Service**Rates**

Total Monthly Calling Volume	Initial One Minute	Additional Six Seconds
\$0.00 to \$24.99	\$.157	\$.0157
\$25.00 to \$74.99	\$.147	\$.0147
\$75.00 to \$149.99	\$.137	\$.0137
\$150.00 and greater	\$.129	\$.0129

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SECTION 4 - RATES AND CHARGES, Continued

4.2. SPECIAL RATES FOR THE HANDICAPPED

4.2.1. Directory Assistance

There shall be no charge for directory assistance calls from lines or trunks serving individuals with disabilities.

4.2.2. 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.

4.2.3. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by fifty (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 sixty (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.

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Effective Date:

EXHIBIT D

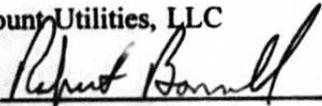
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
(Attached)

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

The Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 10th day of November, 1997.

Discount Utilities, LLC

By: 

Robert Bonnell

Manager

P.O. Box 839

Monticello, Indiana 47960

Telephone: 219.583.6560

Facsimile: 219.583.2153

EXHIBIT E

INTRASTATE NETWORK
(Attached)

INTRASTATE NETWORK

1. - 3.

Applicant owns no network transmission facilities or switching equipment. Technical services are provided by Applicant's underlying carrier(s).

4. ORIGINATING SERVICE

Applicant's subscribers may originate calls from any dual tone, multi-frequency telephone in the State of Florida.

5. TRAFFIC RESTRICTIONS

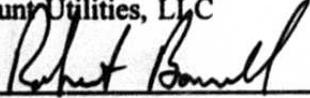
Applicant does not hold itself out to provide intraEAEA service. Applicant offers resold MTS service. Any incidental intraEAEA call would, therefore, be provided over Applicant's underlying carrier's resold MTS facilities, authorized under 25-24.471, Application for Certificate (4)(a) of the Florida Public Service Commission Rules. IntraEAEA calls should, however, be routed via the local exchange carrier.

6. CURRENT FLORIDA INTRASTATE SERVICES

Applicant has not previously provided intrastate telecommunications in Florida.

Respectfully submitted this 10TH day of November, 1997.

Discount Utilities, LLC

By: 

Robert Bonnell

Manager

P.O. Box 839

Monticello, Indiana 47960

Telephone: 219.583.6560

Facsimile: 219.583.2153

EXHIBIT F

FLORIDA TELEPHONE EXCHANGES
(Attached)

FLORIDA TELEPHONE EXCHANGES

Applicant will provide service from any dual tone, multi-frequency telephone in the State of Florida. (Please see response to Exhibit E, above.)

Respectfully submitted this 10TH day of November, 1997.

Discount Utilities, LLC

By: Robert Bonnell

Robert Bonnell

Manager

P.O. Box 839

Monticello, Indiana 47960

Telephone: 219.583.6560

Facsimile: 219.583.2153

EXHIBIT G

MANAGEMENT EXPERIENCE
(Attached)

MANAGEMENT EXPERIENCE

Robert Bonnell
Manager

Mr. Bonnell has been involved in the telecommunications field since 1992. Prior to founding Discount Utilities, LLC, Mr. Bonnell started Venture Communications. Venture provides paging, cellular and long distance services to over 3000 customers in northern Indiana.

EXHIBIT H

FINANCIAL STATEMENT

Applicant's verified financial statement is attached hereto. Applicant considers its financial statement to be proprietary and confidential. The data contained in this document reveals the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's financial statement as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statement is submitted under protective seal, accordingly.

HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

Mark Nyhus

4312 92ND AVENUE NORTHWEST
GIG HARBOR WASHINGTON 98335

TELEPHONE: 253 265 3910
FACSIMILE: 253 265 3912
E-MAIL: hcg1@netlink.com

DEPOSIT

DATE

D 6 7 0

DEC 0 9 1997

VIA OVERNIGHT DELIVERY

8 December 1997

971599-TI

Florida Public Service Commission
Division of Records and Reporting
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0872

RE: Discount Utilities, LLC Application for Original Authority

Dear Sir or Madam:

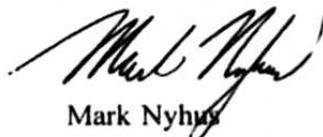
Enclosed are an original and twelve (12) copies of Discount Utilities, LLC's Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida, including the \$250.00 filing fee. This application is filed in accordance with Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission.

Pursuant to Rule 25-22.006(5)(a), also enclosed is Discount Utilities, LLC's Motion for Protective Order for the company's financial statement, which is filed under protective seal, accordingly.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of the first page of the Application in the self-addressed, stamped envelope provided for this purpose. Questions concerning this filing may be directed to me.

Sincerely,

for HARBOR CONSULTING GROUP INC.



Mark Nyhus

Enclosures

cc: Discount Utilities, LLC

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:

A.D.

DN12551-97
12/9/97

HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

Mark Nyhus

4312 92ND AVENUE NORTHWEST
GIG HARBOR WASHINGTON 98335

TELEPHONE: 253.265.3910
FACSIMILE: 253.265.3912
E-MAIL: hcg@nwlink.com

DEPOSIT

DATE

D 6 7 0

DEC 09 1997

VIA OVERNIGHT DELIVERY

8 December 1997

Florida Public Service Commission
Division of Records and Reporting
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0872

RE: Discount Utilities, LLC Application for Original Authority

Dear Sir or Madam:

Enclosed are an original and twelve (12) copies of Discount Utilities, LLC's Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida, including the \$250.00 filing fee. This application is filed in accordance with Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission.

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Please acknowledge receipt of this filing by file-stamping and returning the extra copy of the first page of the Application in the self-addressed, stamped envelope provided for this purpose. Questions concerning this filing may be directed to me.

Sincerely,

for HARBOR CONSULTING GROUP INC

DISCOUNT UTILITIES, LLC
P. O. BOX 839
MONTICELLO, IN 47960

71-595/749
863807

1028

DATE 11/10/97

PAY TO THE
ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION \$ 250.00

TWO HUNDRED FIFTY DOLLARS AND 00/100 DOLLARS

MONTICELLO BANKING CENTER
AN OFFICE OF STATE BANK OF OXFORD - INDIANA
MONTICELLO, INDIANA 47960

MEMO

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