

STATE OF ILLINOIS  
BEFORE THE COMMERCE COMMISSION

In the Matter of the Application of  
RapTel Communications, LLC for a  
Certificate of Interexchange Authority to  
Operate as a Reseller of  
Telecommunications Services in  
the State of Illinois.

Docket No: 00-0600

PREFILED TESTIMONY OF CLEMENT LEGAULT  
ON BEHALF OF  
RAPTEL COMMUNICATIONS, LLC

NOVEMBER 8, 2000

**OFFICIAL FILE**

I.C.C. DOCKET NO. 00 0600  
Hjz Exhibit No. 1  
Witness Clement Legault  
Date 11/9/00 Reporter \_\_\_\_\_

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**I.  
INTRODUCTION**

**1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

My name is Clement Legault. My business address is 111 South Broadway, Suite 301, Rochester, MN 55904.

**2. WHAT IS YOUR POSITION WITH RAPTEL COMMUNICATIONS, LLC?**

I am the President of RapTel Communications, LLC. ("RapTel"). In this capacity, I am authorized to file and support RapTel's Application, and to make a commitment on behalf of RapTel to adhere to all State laws in Illinois and to this Commission's policies, rules, and orders.

**3. PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND BACKGROUND.**

I received my Bachelor of Arts and Science from Southern Illinois University in Carbondale, Illinois. In an effort to develop and grow both personally as well as professionally, I have actively participated in sales and marketing seminars such as Zig Ziglar, J. Douglas Edwards and Dale Carnegie Institute.

For the past seven years, I worked as an Independent Telecommunications Consultant. As an Independent Telecommunications Consultant, I was responsible for developing, implementing and consulting with a variety of clients, focusing on enhancing their present distribution and developing new channels of distribution. Prior thereto, I was employed as Vice President of Sales and Marketing for Cambridge Cellular, Inc.

As Vice President of Sales and Marketing to Cambridge Cellular, Inc., I reported directly to the President and was responsible for local, regional and national marketing and sales activities. I directed strategic forces of Ameritech Mobile Communications, Inc. via Agent Programs to balance the sales and marketing approach primarily focusing on retailers.

Since December 1999, I have been employed by RapTel. At RapTel, I have held the position of President. As President, I am responsible for all of RapTel's operation, including sales, service provisioning, maintenance, customer service and network surveillance. In this capacity, I oversee the entire product line offered by RapTel, from simple voice and DSL services, to high speed transport products. For a more detailed description of my background and the background of RapTel's management staff, please see Exhibit 1 attached hereto.

**II.  
PURPOSE AND SUMMARY**

**4. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

I submit this testimony on behalf of RapTel to demonstrate that RapTel's application for a license to provide resold interexchange telecommunications service meets appropriate regulatory criteria and is in the public interest. I will also detail the services that RapTel proposes to offer in Illinois.

**5. PLEASE SUMMARIZE THE MAIN POINTS OF YOUR TESTIMONY.**

My testimony will address several major points:

- a description of RapTel's application for a license to provide interexchange services.
- a description of RapTel's managerial and technical qualifications.
- a description of RapTel's financial qualifications.
- a description of the specific services RapTel proposes to offer in the State of Illinois.
- a demonstration that RapTel's proposed interexchange services are consistent with the public interest.

**6. PLEASE DESCRIBE THE AUTHORITY THAT RAPTEL SEEKS FROM THE COMMISSION.**

RapTel seeks a license to provide resold interexchange telecommunications services in the State of Illinois.

**7. PLEASE DESCRIBE THE CORPORATE STRUCTURE OF RAPTEL.**

RapTel was incorporated in the State of Minnesota under the name of Galaxy Telecommunications, LLC on December 9, 1999. An amendment to the Articles of Organization of Galaxy Telecommunications, LLC was filed with the Secretary of State of the State of Minnesota on February 2, 2000, amending the name from Galaxy Telecommunications, LLC to RapTel Communications, LLC. A copy of its Certificate of Organization, Articles of Organization and Amendment to the Articles of Organization are collectively attached hereto as Exhibit 2. RapTel is certified to do business as a foreign corporation in the State of Illinois. A copy of RapTel's authorization is attached hereto as Exhibit 3.

**III.**  
**FINANCIAL QUALIFICATIONS**

**8. PLEASE DESCRIBE RAPTEL'S FINANCIAL QUALIFICATIONS.**

In demonstration of its financial qualifications, copies of RapTel's Profit and Loss Statement covering the period of February, 2000 through March, 2001, is attached hereto as Exhibit 4. This financial statement demonstrates that RapTel has the financial ability to provide the services that it hereby requests authority to offer to the public. RapTel's financial condition provides RapTel with more than enough financial resources to fund its operations consistent with the rules of the Illinois Commerce Commission.

**IV.**  
**MANAGERIAL AND TECHNICAL QUALIFICATIONS**

**9. PLEASE OUTLINE RAPTEL'S MANAGERIAL AND TECHNICAL QUALIFICATIONS.**

RapTel has the technical and managerial resources necessary to provide customers in the State of Illinois with high-quality resold interexchange telecommunications services. RapTel's management possesses extensive management and technical experience in the telecommunications industry. A list of the Officers and Directors of RapTel, together with their managerial qualifications is attached hereto as Exhibit 5. The relevant operational and managerial experience of RapTel's Executive Management staff is set forth in Exhibit 5 attached hereto.

**10. PLEASE DESCRIBE RAPTEL'S CURRENT LICENSES.**

RapTel has received resold interexchange telecommunications authorization in the State of Minnesota and an international and domestic interstate telecommunications reseller license from the Federal Communications Commission. RapTel has received resold interexchange telecommunications authorization in the states of Iowa, Nevada, North Dakota, South Dakota, Texas and Wisconsin. RapTel is in the process of petitioning the states of Arizona, California, Colorado and Florida for resold interexchange telecommunications authority. In no instance has an application been denied or rejected.

V.  
**RAPTEL'S PROPOSED SERVICES**

**11. PLEASE DESCRIBE THE TYPES OF SERVICES THAT RAPTEL WILL OFFER IN ILLINOIS.**

RapTel intends to provide service indiscriminately to both residential and business class customers throughout the entire State of Illinois. RapTel proposes to acquire and resell various voice and data communications services offered by interexchange carriers, and to package and provide these services for the specialized functions and needs of its customers. In particular, services will be acquired from underlying interexchange carriers at bulk rates and will be resold to Applicant's customers, so that customers will benefit from reduced pricing. The experienced management, technical, and operations expertise of the RapTel team will enable RapTel to begin offering competitive high-quality service immediately upon the grant of the authority requested herein.

In addition to reduced pricing, the introduction of RapTel services will promote competition and lead to greater efficiencies and more rapid introduction of new technologies in the use of telephone service. Thus, Illinois Commerce Commission grant of RapTel's application will significantly serve the public interest through enhanced competition in the market for interexchange services through the addition of a well managed new entrant into the market.

RapTel services will be available on a full-time basis, 24 hours a day, seven days a week. Customer Service support will also be available 24 hours a day, seven days a week by calling (877) 527-5959.

**12. WHAT FACILITIES WILL RAPTEL USE TO PROVIDE ITS PROPOSED INTEREXCHANGE SERVICES?**

RapTel will offer services to its subscribers through the resale of other carriers' facilities and network elements.

All facilities to be used in connection with the provisioning of the proposed services are those of the State's interexchange carriers and ILECs and, as such, are already constructed and in operation in accordance with any necessary federal and State authorizations.

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**13. WHAT GEOGRAPHIC AREAS WILL RAPTEL SERVE?**

RapTel seeks certification to provide interexchange telecommunications services throughout the State of Illinois. RapTel intends to begin offering service as soon as a resale agreement is reached. RapTel intends to serve the business and residential areas served by Qwest Communications.

**14. WILL RAPTEL OFFER SERVICE TO ALL CONSUMERS WITHIN ITS SERVICE AREA?**

Yes. RapTel will serve any customers upon request, provided that the service request falls within the terms of RapTel's tariff for end user services. RapTel will provide service indiscriminately to all customers, business and residential.

**15. HOW WILL RAPTEL ESTABLISH ITS CALLING AREAS?**

RapTel intends to provide service to customers in the territory serviced by Qwest Communications. RapTel's calling areas will be the same as the calling areas of Qwest Communications.

**16. WILL RAPTEL'S TARIFFS CONTAIN ALL OF ITS RATES AND CHARGES AS REQUIRED FOR INTRASTATE TELEPHONE SERVICES?**

Yes. All rate elements will be set forth in a readily ascertainable form. RapTel's tariff will list specific rate levels for each service and service element, and will otherwise comply with the Commission's Rules. RapTel's proposed tariff, containing its proposed rates, terms, and conditions of service, is attached hereto as Exhibit 6.

**17. WILL RAPTEL PROVIDE OTHER SERVICES OR SERVICE OPTIONS?**

No.

**18. WILL RAPTEL COMPLY WITH ALL ILLINOIS REGULATORY REQUIREMENTS?**

Yes.

VI.  
PUBLIC INTEREST CONSIDERATIONS

**19. PLEASE DESCRIBE THE PUBLIC INTEREST BENEFITS ASSOCIATED WITH RAPTEL'S PROPOSED OFFERING OF TELECOMMUNICATIONS SERVICES IN ILLINOIS.**

RapTel intends to provide service indiscriminately to both residential and business class customers throughout the entire State of Illinois. RapTel proposes to acquire and resell various voice and data communications services offered by interexchange carriers, and to package and provide these services for the specialized functions and needs of its customers. In particular, services will be acquired from underlying interexchange carriers at bulk rates and will be resold to Applicant's customers, so that customers will benefit from reduced pricing. The experienced management, technical, and operations expertise of the RapTel team will enable RapTel to begin offering competitive high-quality service immediately upon the grant of the authority requested herein.

In addition to reduced pricing, the introduction of RapTel services will promote competition and lead to greater efficiencies and more rapid introduction of new technologies in the use of telephone service.

RapTel's proposed services will provide multiple public benefits by increasing the efficiency of interexchange carriers by providing users of telecommunications services with greater reliability, and by increasing the competitive choices available to users in the State. Enhanced competition in telecommunications services likely will further stimulate economic development in the State of Illinois. In addition, increased competition will create incentives for lower prices, more innovative services, and more responsive customer service.

Furthermore, the grant of a certificate will not adversely affect the services offered by other interexchange carriers. As has been the case with other competitive initiatives in the State of Illinois, a grant of the requested authority will have minimal impact on the State's interexchange carriers. In fact, interexchange providers have benefitted from market incentives to improve the efficiency of their operations and from increased usage of their services due to expansion of the total market spurred by competition and lower prices. Interexchange telecommunications services competition also will stimulate the demand for the services supplied by all interexchange service carriers, including those of the underlying carriers. The interexchange providers will have market incentives to improve the efficiency of their operations, and they will benefit from the increased use of their services, due to the expansion of the total market and by their competitively driven prices.

**VII.**  
**STANDARD TESTIMONY/CROSS QUESTIONS**

**20. PLEASE PROVIDE THE NAME, ADDRESS, TELEPHONE, AND FAX NUMBER OF THE PERSON AT YOUR COMPANY THAT WILL BE RESPONSIBLE FOR WORKING WITH THE COMMISSION'S CONSUMER SERVICES DIVISION FOR COMPLAINT RESOLUTION?**

Name: Mr. Clement Legault  
RapTel Communications, LLC  
Address: 111 South Broadway, Suite 301  
Rochester, MN 55904  
Telephone: (877) 527-5959  
Facsimile: (507) 282-5915

**21. IS YOUR COMPANY SEEKING ANY WAIVERS OR VARIANCES OF CERTAIN COMMISSION RULES AND REGULATIONS IN THIS PROCEEDING THAT PERTAIN TO INTEREXCHANGE SERVICE? PLEASE PROVIDE EVIDENCE AS TO WHY YOUR COMPANY IS SEEKING ANY WAIVER OR VARIANCE.**

Yes. RapTel Communications, LLC has requested waivers or variances for Commission Rules Part 710 and Part 735.180. RapTel Communications, LLC will maintain its records in accordance to Generally Accepted Accounting Principles (GAAP). RapTel Communications, LLC will not issue directories itself, directories will be issued by Qwest Communications pursuant to contract. The request for a waiver of Parts 710 and 735.180 of the Commission Rules is in the public interest. No party will be injured by the granting of the waiver. Commission Rules Parts 710 and 735.180 are not statutorily mandated. It would be unnecessarily burdensome for RapTel Communications, LLC to have to comply with these rules.

**22. WILL YOUR COMPANY COMPLY WITH 83 ILLINOIS ADMINISTRATIVE CODE PART 772, PAY-PER-CALL SERVICES, INCLUDING PART 772.55(A)(1), BILLING AND PART 772.100(D) NOTICES?**

Yes.

**23. WILL YOUR COMPANY COMPLY WITH 83 ILLINOIS ADMINISTRATIVE CODE PART 705, PRESERVATION OF RECORDS OF TELEPHONE UTILITIES?**

Yes.

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**24. WILL YOUR COMPANY ABIDE BY 83 ILLINOIS ADMINISTRATIVE CODE PART 735, "PROCEDURES GOVERNING THE ESTABLISHMENT OF CREDIT, BILLING, DEPOSITS, TERMINATION OF SERVICE AND ISSUANCE OF TELEPHONE DIRECTORIES FOR LOCAL EXCHANGE TELECOMMUNICATIONS CARRIERS IN THE STATE OF ILLINOIS"?**

RapTel Communications, LLC will abide by Title 83, Chapter I: Illinois Commerce Commission Subchapter F: Telephone Utilities Part 735, "Procedures Governing the Establishment of Credit, Billing, Deposits, Termination of Service and Issuance of Telephone Directories for Local Exchange Telecommunications carriers in the State of Illinois."

**25. WHO WILL PROVIDE CUSTOMER REPAIR SERVICE FOR YOUR COMPANY?**

Service, billing and repair complaints will be handled by RapTel Communications, LLC's Customer Service Department, available 24 hours a day, seven days a week. RapTel Communications, LLC's Customer Service Department can be reached by calling (877) 527-5959. On-site service and repair will be handled by the personnel of underlying carriers, pursuant to contract.

**26. HOW MANY PEOPLE DOES THE COMPANY EMPLOY?**

RapTel Communications, LLC has three (3) employees.

**27. WILL YOUR COMPANY MEET THE REQUIREMENTS AS THEY PERTAIN TO THE TELEPHONE ASSISTANCE PROGRAMS IMPOSED BY SECTIONS 13.301 AND 13.301.1 OF THE ILLINOIS PUBLIC UTILITIES ACT AND 83 ILLINOIS ADMINISTRATIVE CODE PART 757?**

Yes.

**28. WILL YOUR COMPANY SOLICIT, COLLECT, AND REMIT THE VOLUNTARY CONTRIBUTIONS FROM ITS TELEPHONE SUBSCRIBERS TO SUPPORT THE TELEPHONE ASSISTANCE PROGRAMS?**

Yes.

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**29. DOES YOUR COMPANY PLAN ON FILING TO BECOME AN ELIGIBLE TELECOMMUNICATIONS CARRIER?**

No.

**30. DOES THE COMPANY REALIZE THAT IT WILL NOT BE ABLE TO RECEIVE ANY OF THE FEDERAL REIMBURSEMENTS FOR THE LIFELINE AND LINK UP PROGRAMS IF IT IS NOT AN ELIGIBLE CARRIER?**

RapTel Communications, LLC understands that it will not be able to receive any of the federal reimbursements for the Lifeline and Link Up programs if it is not an eligible carrier.

**31. WILL YOUR COMPANY OFFER ALL OF THE WAIVERS ASSOCIATED WITH THE UNIVERSAL TELEPHONE SERVICE ASSISTANCE PROGRAMS (UTSAP)?**

Yes.

**32. WILL YOUR COMPANY ABIDE BY THE REGULATIONS AS PRESCRIBED IN 83 ILLINOIS ADMINISTRATIVE CODE PART 755, "TELECOMMUNICATIONS ACCESS FOR PERSONS WITH DISABILITIES," 83 ILLINOIS ADMINISTRATIVE CODE PART 756 "TELECOMMUNICATIONS RELAY SERVICE," AND SECTIONS 13-703 OF THE ILLINOIS PUBLIC UTILITIES ACT?**

Yes.

**33. WILL THE COMPANY'S BILLING SYSTEM BE ABLE TO DISTINGUISH BETWEEN RESALE AND FACILITIES BASED SERVICE FOR THE COLLECTION OF THE ITAC LINE CHARGE?**

Yes.

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**34. HAS YOUR COMPANY SIGNED AND RETURN THE UNIVERSAL TELEPHONE ASSISTANCE CORPORATION ("UTAC") AND THE ILLINOIS TELECOMMUNICATIONS ACCESS CORPORATION ("ITAC") TO COMMISSION STAFF?**

Executed Universal Telephone Assistance Corporation ("UTAC") and Illinois Telecommunications Access Corporation ("ITAC") forms are attached hereto as Exhibit 7.

**35. PLEASE DESCRIBE YOUR COMPANY'S INTERNAL PROCESS FOR COMPLAINT RESOLUTION, THE ESCALATION PROCESS WITHIN YOUR COMPANY, AND WHEN A CUSTOMER IS NOTIFIED THAT THEY MAY CONTACT THE ILLINOIS COMMERCE COMMISSION FOR ASSISTANCE.**

RapTel Communications, LLC understands the importance of effective customer service for interexchange service consumers.

All customer service related communications from subscribers will initially go to RapTel Communications, LLC's Customer Service Department for support. Subscribers may contact RapTel Communications, LLC Customer Service Department by calling the Company at its toll-free customer service number (877) 527-5959.

Subscriber billing questions will be forwarded to a RapTel Communications, LLC Customer Service Representative with on-line access to billing information. The Customer Service Representative will have the authority to investigate subscriber billing issues and/or questions and make associated limited balance adjustments. If the subscriber is not satisfied with the response from the Customer Service Representative, at the subscriber's request, the call will be handed off to an accounting supervisor for resolution. The subscriber's account will be appropriately debited or credited based upon the outcome of this transaction. If the subscriber remains unsatisfied after speaking with the account supervisor, customers may contact the Company in writing at the headquarters address listed below. The toll-free number will be printed on the customers' monthly billing statements. RapTel Communications, LLC services will be available on a full-time basis, 24 hours a day, seven days a week.

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Customer complaints can be addressed by calling RapTel Communications, LLC's Customer Service Department toll-free number available 24 hours a day, seven days a week (877) 527-5959 or by writing to:

Customer Service Department  
RapTel Communications, LLC  
111 South Broadway, Suite 301  
Rochester, MN 55904

Customer Service support will also be available on a full-time basis, 24 hours a day, seven days a week by calling (877) 527-5959.

Customers will be notified that they may contact the Illinois Commerce Commission for Assistance and will work with the particular customer and the Illinois Commerce Commission to resolve any and all customer complaints.

**36. WILL THE COMPANY FILE TARIFFS FOR ALL SERVICES AND CHARGES ASSOCIATED WITH PROVIDING INTEREXCHANGE TELEPHONE SERVICE?**

RapTel Communications, LLC's proposed tariff, containing its proposed rates, terms and conditions of service, is attached hereto as Exhibit 6. RapTel Communications, LLC believes that the rates, terms and conditions of service contained in the proposed tariff are competitive and reasonable. Upon approval of RapTel Communications, LLC's Application, RapTel Communications, LLC will submit its interexchange tariff to the Illinois Commerce Commission for approval and filing.

**37. HOW DOES YOUR COMPANY PLAN TO SOLICIT CUSTOMERS ONCE IT BEGINS TO PROVIDE INTEREXCHANGE SERVICE?**

Applicant intends to market its interexchange services to its target market, which consists primarily of business and residential customers, through direct marketing, direct mailings, telemarketing and, perhaps, via televised infomercials. Copies of RapTel Communications, LLC brochures that will be used to assist in the marketing of company services are not available, as of this date.

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**38. WILL YOUR COMPANY ABIDE BY FEDERAL AND STATE SLAMMING LAWS?**

RapTel Communications, LLC will not switch a customer's interexchange provider without first obtaining a proper Letter of Authorization ("LOA") from the customer to do so. RapTel Communications, LLC will immediately respond to these reports through its Customer Service Department and will work with the particular customer and the Illinois Commerce Commission ("ICC") to resolve any and all such reports of slamming.

**39. HAS YOUR COMPANY WRITTEN GUIDELINES TO PREVENT THE UNAUTHORIZED SLAMMING OF INTEREXCHANGE CUSTOMERS?**

Yes.

**40. HAS YOUR COMPANY PROVIDED SERVICE UNDER ANY OTHER NAME?**

No.

**41. HAVE ANY COMPLAINTS OR JUDGEMENTS BEEN LEVIED AGAINST THE COMPANY? (INSTA, OUT-OF-STATE, OR FCC).**

No.

**VIII.  
CROSS QUESTIONS FOR 911**

**42. PLEASE PROVIDE THE NAME, ADDRESS, TELEPHONE AND FAX NUMBER OF THE 911 CONTACT PERSON FOR YOUR COMPANY.**

Name: Mr. Clement Legault  
RapTel Communications, LLC  
Address: 111 South Broadway, Suite 301  
Rochester, MN 55904  
Telephone: (507) 292-5959  
Facsimile: (507) 282-5915

**Testimony of Clement Legault  
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**43. WILL YOUR COMPANY ENSURE THAT 911 TRAFFIC IS HANDLED IN ACCORDANCE WITH THE 83 ILLINOIS ADMINISTRATIVE CODE PART 725 AND THE EMERGENCY TELEPHONE SYSTEM ACT?**

Yes.

**44. WILL YOUR COMPANY CONTACT AND ESTABLISH A WORKING RELATIONSHIP WITH THE 911 SYSTEMS WHEN YOU BEGIN TO PROVIDE INTEREXCHANGE TELEPHONE SERVICE?**

Yes.

**45. WILL YOUR COMPANY COORDINATE WITH THE INCUMBENT LEC(S) AND LOCAL 911 SYSTEMS TO PROVIDE TRANSPARENT SERVICE FOR YOUR INTEREXCHANGE CUSTOMERS?**

Yes.

**46. WHO WILL BE RESPONSIBLE FOR BUILDING AND MAINTAINING THE 911 DATABASE FOR YOUR INTEREXCHANGE CUSTOMERS?**

Qwest Communications will be responsible for building and maintaining the 911 database for RapTel Communications, LLC's interexchange customers pursuant to contract.

**47. HOW OFTEN WILL YOUR COMPANY UPDATE THE 911 DATABASE WITH CUSTOMER INFORMATION?**

RapTel Communications, LLC will update the 911 database with customer information as often as Qwest Communications does.

**48. WILL YOUR COMPANY'S BILLING SYSTEM HAVE THE ABILITY TO DISTINGUISH BETWEEN FACILITIES BASED AND RESALE FOR THE COLLECTION OF THE 911 SURCHARGE?**

Yes.

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**49. DOES YOUR COMPANY HAVE PROCEDURES FOR THE TRANSITIONING OF THE 911 SURCHARGE COLLECTION AND DISBURSEMENT TO THE LOCAL 911 SYSTEM?**

Yes.

**50. WILL YOUR COMPANY'S PROPOSAL REQUIRE ANY NETWORK CHANGES TO ANY OF THE 911 SYSTEMS?**

No.

**51. WILL YOUR COMPANY BE ABLE TO MEET THE REQUIREMENTS SPECIFIED UNDER PART 725.500(O) AND 725.620(B) FOR THE INSTALLATION OF CALL BOXES?**

Yes.

**52. DOES YOUR COMPANY PLAN TO FILE FOR A WAIVER OF PART 725.500(O) AND 725.620(B) IN THE FUTURE?**

Yes.

**IX.  
FINANCIAL QUESTIONS**

**53. WHAT CIRCUMSTANCES WARRANT A DEPARTURE FROM THE PRESCRIBED UNIFORM SYSTEM OF ACCOUNTS ("USOA")?**

Use of Uniform System of Accounts ("USOA") is not statutorily mandated. No party will be injured by the granting of the waiver of Part 710. Compliance with USOA would be unnecessarily burdensome for RapTel Communications, LLC.

**54. WILL RECORDS BE MAINTAINED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ("GAAP")?**

Yes. RapTel Communications, LLC will maintain its records with accordance to Generally Accepted Accounting Principles (GAAP).

**Testimony of Clement Legault  
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**55. WILL APPLICANTS ACCOUNTING SYSTEM PROVIDE AN EQUIVALENT PORTRAYAL OF OPERATING RESULTS AND FINANCIAL CONDITION AS THE USOA?**

Yes.

**56. WILL APPLICANTS ACCOUNTING PROCEDURES MAINTAIN OR IMPROVE UNIFORMITY IN SUBSTANTIVE RESULTS AS AMONG SIMILAR TELECOMMUNICATIONS COMPANIES?**

Yes.

**57. WILL APPLICANT MAINTAIN ITS RECORDS IN SUFFICIENT DETAIL TO FACILITATE THE CALCULATION OF ALL APPLICABLE TAXES?**

Yes.

**58. DOES THE ACCOUNTING SYSTEM CURRENTLY IN USE BY APPLICANT PROVIDE SUFFICIENTLY DETAILED DATA FOR THE PREPARATION OF ILLINOIS GROSS RECEIPTS TAX RETURNS? WHAT SPECIFIC ACCOUNTS OR SUB-ACCOUNTS PROVIDE THIS DATA?**

Yes.

**59. IF A WAIVER OF PART 710 IS GRANTED, WILL APPLICANT PROVIDE ANNUAL AUDITED STATEMENTS OR ALL PERIODS SUBSEQUENT TO GRANTING OF THE WAIVER?**

Yes.

**60. DOES APPLICANT AGREE THAT THE REQUESTED WAIVER OF PART 710 WILL NOT EXCUSE IT FROM COMPLIANCE WITH FUTURE COMMISSION RULES OR AMENDMENTS TO PART 710 OTHERWISE APPLICABLE TO THE COMPANY?**

Yes.

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**X.**  
**CONCLUSION**

61. DOES THIS CONCLUDE YOUR TESTIMONY?

Yes.

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VERIFICATION

This application shall be verified under oath.

OATH

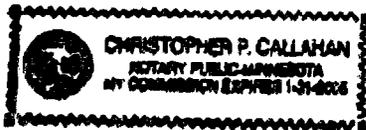
State of Minnesota )  
County of Amsted )ss

Mr. Clement Legault makes oath and says that he is President of RapTel Communications, LLC, that he has examined the foregoing application and that to the best of his knowledge, information, and belief, all statements of fact contained in said application are true, and that said application is a correct statement of the business and affairs of the above-named applicant in respect to each and every matter set forth therein.

Mr. Clement Legault  
Mr. Clement Legault

Subscribed and sworn to before me, a Notary Public, Minnesota  
(Title of person authorized to administer oaths)

in the State and County above named, this 8<sup>th</sup> day of November, 2000.



[Signature] 11/8/2000  
(Signature of person authorized to administer oath)

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# EXHIBIT 7

MEMBERSHIP APPLICATION AND AGREEMENT  
UNIVERSAL TELEPHONE ASSISTANCE CORPORATION

Name of Applicant: RapTel Communications, LLC  
Address of Applicant: 111 South Broadway, Suite 301  
Rochester, MN 55904

Name, title, address and telephone number of responsible individual with applicant to whom communications should be sent:

Mr. Clement Legault  
President  
111 South Broadway, Suite 301  
Rochester, MN 55904  
Telephone: (507) 292-5959

The applicant hereby applies for membership in the Universal Telephone Assistance Corporation ("Corporation"), an Illinois not-for-profit Corporation. Upon the applicant's execution of this application and submission of this application to the Corporation, the Corporation will accept and execute this application in the space provided below, and will return an executed copy of this application to the applicant.

In support of its application for membership, the applicant states and agrees as follows:

1. Applicant is a telecommunications carrier providing long distance service as defined in the Illinois Public Utilities Act ("PUA").
2. Applicant agrees that it will be subject to, and have those rights and obligations set forth in, the By-laws of the Corporation as adopted by the Corporation's board of directors and approved by the Illinois Commerce Commission ("Commission"), as now in effect and as amended from time to time in the future.
3. Applicant acknowledges that the Corporation is subject to the continuing supervision of and regulation by the Commission, and that the rights and obligations of each member may change as a result of this supervision and regulation.
4. To the extent from time to time approved by the Commission, the applicant delegates to the Corporation authority to make such actions on behalf of the applicant as shall be necessary for the applicant to comply with its obligations under Section 13-301.1 of the PUA.
5. Applicant agrees to pay such portions of the monies collected by or on behalf of the applicant under and pursuant to Section 13-301.1 of the PUA (including income therefrom and appreciation thereon) as the Commission may from time to time order or as the Corporation may from time to time request in accordance with orders of the Commission.

Dated: November 8, 2000

By: Clement D. Legault  
Title: President

SPACE BELOW TO BE COMPLETED BY UTAC ONLY

Acceptance: The above application and agreement is hereby accepted and the applicant is hereby accepted for membership in the Corporation.

Date: \_\_\_\_\_

Universal Telephone Assistance Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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MEMBERSHIP APPLICATION AND AGREEMENT  
ILLINOIS TELECOMMUNICATIONS ACCESS CORPORATION

Name of Applicant: RapTel Communications, LLC  
Address of Applicant: 111 South Broadway, Suite 301  
Rochester, MN 55904

Name, title, address and telephone number of responsible individual with applicant to whom communications should be sent:

Mr. Clement Legault  
President  
111 South Broadway, Suite 301  
Rochester, MN 55904  
Telephone: (507) 292-5959

The applicant hereby applies for membership in the Illinois Telecommunications Access Corporation ("Corporation"), an Illinois not-for-profit corporation. Upon the applicant's execution of this application and submission of this application to the corporation, the corporation will accept and execute this application in the space provided below, and will return an executed copy of this application to the applicant.

In support of its application for membership, the applicant states and agrees as follows:

1. Applicant is a telecommunications carrier providing long distance service as defined in the Illinois Public Utilities Act ("PUA").
2. Applicant agrees that it will be subject to, and have those rights and obligations set forth in, the By-laws of the corporation as adopted by the corporation's board of directors and approved by the Illinois Commerce Commission ("Commission"), as now in effect and as amended from time to time in the future.
3. Applicant acknowledges that the corporation is subject to the continuing supervision of and regulation by the Commission, and that the rights and obligations of each member may change as a result of this supervision and regulation.
4. To the extent from time to time approved by the Commission, the applicant delegates to the corporation authority to make such actions on behalf of the applicant as shall be necessary for the applicant to comply with its obligations under Section 13-703 of the PUA.
5. Applicant agrees to pay such portions of the monies collected by or on behalf of the applicant under and pursuant to Section 13-703 of the PUA (including income therefrom and appreciation thereon) as the Commission may from time to time order or as the corporation may from time to time request in accordance with orders of the Commission.

Dated: November 8, 2000

By: Clement D. Legault  
Title: President

SPACE BELOW TO BE COMPLETED BY ITAC ONLY

Acceptance: The above application and agreement is hereby accepted and the applicant is hereby accepted for membership in the corporation.

Date: 11/9/00

Illinois Telecommunications Access Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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