### merting (848) Completes Section 1 - Division of Boserds and B

Docket No. 970062-T1

Company: IXCs

Date Decketed: <u>07/15/1997</u> Title: Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated; and proposed amendments to Rules 25-4.003, F.A.C., Definitions; 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Referred to: ("()" indicates	OPR)	ADM	AFA	(APP)	CAF	CHU	EAG	GCL	LEG	RAR	RRR	WAL	
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Initials: OPR	Counsel			38. 39.								= ===	

### - Hearing Officer(s)

	Comm	issio	ners			Hrg. Exam.	Staff	
	JM	DS	CL	GR	1C	EXEM.		
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Where panels are assigned the senior Commissioner is Panel Chairman; the identical panel decides the case.
Where one Commissioner, a Hearing Examiner or a Staff Hember is assigned the full Commission decides the case.

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Approved:	41/m	
Date: 02/16	• •	



# Ca Scheduling/Rescheduling Advice

To:	X Commissioner Desson	X Deputy Ex. Director/Technical	Electric & Gas Director
	Commissioner Clark	x Appeals Director	X Records & Reporting Directo
	x Commissioner Garcia	X Legal Director	x Research Director
	x Commissioner Jacobs	Auditing & Pinencial Analysis Director	Water & Wastewater Directo
	x Executive Director	X Communications Director	X Court Reporter
	x Public Information Officer	X Consumer Affairs Director	x Staff Contact - D Caldwell

From: Office of Chairman Julia L. Johnson

Docket No. 970882-TI

RECEIVED No. Propo

Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated; and proposed amendments to Rules 25-4.003, F.A.C., Definitions; 25-4.110,

FEB 17 1998

FPSC - Records/Reporting

### 1. Schedule Information

Event	Former Date	New Date	Location	Time	
Hearing		02/16/1998	Tallahassee, 148	14:00-20:00	
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Remarks: Docket(s): 970002

COMMISSIONER CLARE WILL HOLD THE FUEL ADJUSTMENT PREHEARING, ALREADY SCHEDULED AT 1:30 P.M. ON 2/16. UPON CONCLUSION SHE WILL ATTEND THE SLAMMING CONTINUANCE ALREADY IN PROGRESS

### 2. Hearing/Prehearing Assignment Information:

### **Former Assignments**

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	JN	DS	CL	GR	Ж		
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### **New or Changed Assignments**

	Co	mmis	Hrg. Exam.	Staff			
ALL	N	DS	CL	GR	JC		

Prehearing Officer

Hearing

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Commissioners												
JN	DS	CL	GR	JC	ADM							

Remarks:

Document ID is 97088202.CCS

### Section 1 - Division of Records and Resorting (RAR) Completes

A STATE OF THE PARTY OF THE

Docket No. 970882-T1

Company: IXCs

Date Docketed: 07/15/1997 Title: Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated; and proposed amendments to Rules 25-4.003, F.A.C., Definitions; 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Referred to: ("()" indicate	OPR)		ADH	AFA	(APP)	CAF	-X	EAG	GCT.	LEG	RAR	RRR	-		
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Initials: OPR	f Counsel				39.								-  -		

	Commissioners						Staff
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Where panels are assigned the senior Commissioner is Panel Chairman; the identical panel decides the case. Where one Commissioner, a Hearing Examiner or a Staff Heaber is assigned the full Commission decides the case.

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	Commissioners							
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Date: 01/12/1996

# e Scheduling/Rescheduling Advi

To:	X Commissioner Desson	X Deputy Ex. Director/Technical	Electric & Gas Director
	x Commissioner Clark	X Appeals Director	x Records & Reporting Directo
	x Commissioner Garcia	X Legal Director	X Research Director
	x Commissioner Jacobs	X Auditing & Financial Analysis Director	Water & Wastewater Directo
	x Executive Director	X Communications Director	x Court Reporter
	x Public Information Officer	X Consumer Affairs Director	x Staff Contact - D Caldwell

From: Office of Chairman Julia L. Johnson

Docket No. 970682-TI

RECEIVED

JAN 14 1998

Title: Proposed Rule 25-24.845, F.A.C.,

Customer Relations: Rules Incorporated:

and proposed amendments to Rules 25-4.003, F.A.C., Definitions; 25-4.110,

FPSC - Records/Reporting

### 1. Schedule Information

Event	Former Date	New Date	Location	Time
Prehearing Conference	01/15/1998	01/23/1998	Tallahasese, 148	09:30-12:00
Commission Rule Hearing		02/06/1998	Tallahasecc, 148	09:30-18:00

Remarks: Docket(s): 970002

Prehearing date reassigned by the Chairman/room assignment changed.

# 2. Hearing/Prehearing Assignment Information:

### **Former Assignments**

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	Co	mmi	nmissioners			Hrg. Exam.	Staff
ALL	JN	DS	CL	GR	JC		
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### **New or Changed Assignments**

	Commissioners						Staff
ALL	JN	DS	CL	GR	JC		

Prehearing Officer

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Remarks:

Document ID is 97088201.CCS

PSC/NAN 8 (01/98)

### Case Assignment and Scheduline Record

Section 1 - Division of Records and Ortine (RAR) Completes

Docket No. 970882-TI

A STATE OF THE PARTY OF THE PAR

Company: IXCs

Date Docketed: 07/15/1997 Title: Prepased Rule 25-26.845, F.A.C., Customer Relations; Rules Incorporated; and proposed amendments to Rules 25-4.003, F.A.C., Definitions; 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Cerrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Referred to: ("()" indicates		ADM		(APP)						RAR	RRR			
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Where panels are assigned the senior Commissioner is Panel Chairman; the identical panel decides the case. Where one Commissioner, a Hearing Examiner or a Staff Hember is assigned the full Commission decides the case.

	ADM				
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Approv	ved: Ma	
Dates	91/05/1999	
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STATE OF THE STATE

# see Scheduling/Rescheduling Ad

То:	X	Commissioner Deason	X	Deputy Ex. Director/Technical		Electric & Gar Director
	X	Commissioner Clark	X	Appeals Director	X	Records & Reporting Directo
		Commissioner Kiesling	X	Legal Director		Research Director
	X	Commissioner Garcia	X	Auditing & Financial Analysis Director		Water & Wastewater Directo
	X	Executive Director		Communications Director	X	Court Reporter
	X	Public Information Officer	X	Consumer Affairs Director	X	Staff Contact - D Caldwell

From: Office of Chairman Julia L. Johnson

Docket No. 970682-TI

RECEIVED Title: Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110,

NOV 21 1997

### 1. Schedule Information

FPSC - Records/Reporting

Event	Former Date	New Date	Location	Time
Rule Development Workshop		11/19/1997	St. Petersburg	10:00-12:00
Rule Development Workshop		11/19/1997	Tampa	18:30-20:00
Rule Development Workshop	1	11/20/1997	Jacksonville**	14:30-16:00
	1			

Remarks: Docket(s): 970662

# 2. Hearing/Prehearing Assignment Information:

Former Assignments

Hearing

	Co	Hrg. Exam.	Staff				
ALL	JN	DS	CL	KS	GR		
	X	X			X		

**New or Changed Assignments** 

	Co	mmis	sione	n		Hrg. Exam.	Staff
ALL	JN	DS	CL	KS	GR		

Prehearing Officer

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See above note under remarks regarding assignment for each session. Document ID is 97088205.CC\$

<sup>\*\*</sup>Upon conclusion of the 2:30 session, the Chairman will not adjourn the session but will announce a continuance to 6:30 p.m. to allow parties additional time to bring issues before the Commission. Commissioner Deason is not assigned to the 6:30 session.

### Case Assignment and Scheduline Record

Section 1 - Division of Bacards and B Tring (RAR) Completes

Docket No. 970682-TI

Company: IXCs

Date Docketed: 07/15/1997 Title: Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

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- Hearing Officer(s)

Commissioners Hrg. Staff Exem. DS CL ALL JN KS CR

Where panels are assigned the senior Commissioner is Panel Chairman; the identical panel decides the case. Where one Commissioner, a Hearing Examiner or a Staff Hember is assigned the full Commission decides the case.

Prehearing Officer

	Commissioners										
JH	DS	CL	KS	GR							
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Date: 10/08/1997

### Case Assignment and Scheduling Record

### Section 1 - Division of Records and Reporting (RAR) Completes

Docket No. 970682-T1

Company: IXCs

Date Docketed: 07/15/1997 Title: Joint petition of Robert A. Butterworth, Attorney General, and the Citizens of the State of Floride, by and through the Office of Public Counsel, for initiation of formal proceedings, pursuant to Section 120.57, F.S., to investigate the practice of slamming and to determine the appropriate remedial measures.

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Where panels are assigned the senior Commissioner is Panel Chairman; the identical panel decides the case. Where one Commissioner, a Hearing Examiner or a Staff Heaber is assigned the full Commission decides the case.

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### Case Assistment and School in Record

na (RAR) Completes

Section 1 - Division of Records and Repo

Docket No. 970882-TI Date Docketed: 07/15/1997 Title: Joint petition of Robert A. Butterworth, Attorney General, and the Citizens of the State of Florida, by and through the Office of Public Counsel for initiation of formal proceedings pursuant to Section 120.57, F.S. to investigate the practice of slamming and to determine the appropriate remedial measures.																		
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PSC/RAR-15 (Rev.									OPPLETED	EVENT		S II						

and in

# STATE OF FLORIDA

Commissioners:
JOE GARCIA, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.



Division of Records & Reporting Blanca S. Bayó Director (850) 413-6770

# Public Service Commission

May 27, 1999

VIA CERTIFIED MAIL NO. 99-136

990000

Thomas K. Bond, Attorney MCI Telecommunications Corporation 780 Johnson Ferry Road, Suite 700 Atlanta, Georgia 30342

Re: Docket No. 970882-TI - MCI Telecommunications Corporation (Confidential Filing)

Dear Ms. Ritenour:

Commission staff have advised that confidential Document No. 04592-98, filed April 24, 1998, on behalf of MCI Telecommunications Corporation can be returned to the source.

Please do not hesitate to call if you have any questions concerning this matter.

Sincerely,

Kay Flynn, Chief Bureau of Records

KF/abf Enclosure

cc: Division of Communications

14745-98

# STATE OF FLORIDA

Commissioners:
JOE GARCIA, CHAIRMAÑ
J. TERRY DEASON
SUSAN F. CLARK
JULIA L. JOHNSON
E. LEON JACOBS, JR.



Division of Records & Reporting Blanca S. Bayó Director (850) 413-6770

# Public Service Commission

May 27, 1999

VIA CERTIFIED MAIL NO. 99-140

990000

Benjamin Fincher Sprint Communications Company Limited Partnership 3100 Cumberland Circle Atlanta, Georgia 30339

Re: Docket No. 970882-TI - Sprint Communications Company Limited Partnership (Confidential Filing)

Dear Mr. Fincher:

Commission staff have advised that confidential Document Nos. 01305-98, filed January 23, 1998, and 02137-98, filed February 12, 1998, on behalf of Sprint Communications Company Limited Partnership can be returned to the source.

Please do not hesitate to call if you have any questions concerning this matter.

Sincerely,

Kay Flynn, Chief Bureau of Records

KF/abf Enclosure

cc:

Division of Communications



# -M-E-M-O-R-A-N-D-U-M-

DATE: June 2, 1998

TO: Blanca Bavó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NO. 970682-TI. AGENDA CONFERENCE HELD 5-19-98

RE: Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated; and proposed amendments to Rules 25-4.003, F.A.C., Definitions; 25-4.110, F.A.C., Customer Billing; 25-4.188, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

DOCUMENT NO. 05847, 6-1-98

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, AFAD, CMU

Acknowledge	d by:
hose	
JK/pc	
PSC/RAR 28	(Rev7/94)



# -M-E-M-O-R-A-N-D-U-M-

DATE: February 24, 1998

TO: Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NOS. 970882-TL, HEARING HELD 2-16-98

RE: SLAMMING RULE

DOCUMENT NO: VOLUME 3, 02490, 2-23-98; VOLUME 4, 02491, 2-23-98

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, AFAD, CMU, PC

Acknowledged by:						
Mar						
JK/pc						
DSC/DAD 28	(Pey7/04)					

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# -M-E-M-O-R-A-N-D-U-M-

DATE:

2/16/98

TO:

Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE:

DOCKET NO. 97088 2-77

RE: Transcripte Val. 1+ Val2 -> 314 pgs

DOCUMENT NO: 62241 , 02242

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

COMM !

Acknowledged by:

JK/pc



# -M-E-M-O-R-A-N-D-U-M-

DATE: January 28, 1998

TO: Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NO. 970882-TI, PREHEARING CONFERENCE HELD 1-23-98

RE: SLAMMING RULES

DOCUMENT NO: 01427, 1-27-98

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, AFAD, CMU

Acknowledge	ed by:
Mar	
JK/pc	
PSC/RAR 2	8 (Rev7/94)



# -M-E-M-O-R-A-N-D-U-M-

DATE: December 11, 1997

TO: Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NO. 970882-TI, WORKSHOP HELD 11-20-97

RE. SLAMMING - JACKSONVILLE WORKSHOP

DOCUMENT NO: 12639, 12-10-97

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, CMU, AFAD, SOLD

Acknowledged by:	
mas	
JK/pc	



# -M-E-M-O-R-A-N-D-U-M-

DATE: December 2, 1997

TO: Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NO. 970882-TI, TAMPA WORKSHOP HELD 11-19-97

RE: SLAMMING

DOCUMENT NO: 12222, 12-2-97

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, CMU, AFAD, SOLD

Acknowledged by:	
mes	
JK/pc	



# -M-E-M-O-R-A-N-D-U-M-

DATE: December 4, 1997

TO: Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NO. 970882-TI, ST. PETERSBURG WORKSHOP HELD 11-19-97

RE: SLAMMING

DOCUMENT NO: 12277, 12-2-97

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, CMU, AFAD, SOLD

Acknowledged by:

JK/pc



### -M-E-M-O-R-A-N-D-U-M-

DATE: November 24, 1997

TO: Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NO. 970882-TI, FORT MYERS WORKSHOP HELD 11-5-97

RE: RULE DEVELOPMENTWORKSHOPS RE SLAMMING.

DOCUMENT NO: 11813, 11-18-97

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, AFAD, CMU SOLD

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JK/pc		
PSC/RAR	28	(Rev7/94)

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-M-E-M-O-R-A-N-D-U-M-

DATE:

TO: Blanco Bayo, Director, Records and Reporting FROM: Joy Kelly, Chief, Bureau of Reporting RE: DOCKET NO. 270892-75

HEARING DATE: 11/6/17

IN RE:

DOCUMENT NO.

The transcript for the above-described hearing has been completed and is forwarded for placement in the docket file.

Please note that Staff distribution of this transcript was made to:

The following exhibits are being filed with this transcript:

NONE

The following exhibits have not been furnished to the Bureau of Reporting to date and do not accompany this transcript:

NONE

Acknowledged by: \_\_\_\_\_\_\_\_

JK/pc



# -M-E-M-O-R-A-N-D-U-M-

DATE: November 5, 1997

TO: Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NO. GROSSETA MIAMI WORKSHOP HELD 10-23-97

RE: RULE DEVELOPMENT WORKSHOP - SLAMMING

DOCUMENT NO: 11317, 11-3-97

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, AFAD, CMU, PC, SOLD

Acknowledged by:

Mus

JK/pc



# -M-E-M-O-R-A-N-D-U-M-

DATE: October 30, 1997

TO- Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NO. PROSECTI, WEST PALM BEACH WORKSHOP

HELD 10-20-97

RE: SLAMMING RULE WORKSHOP

DOCUMENT NO: 11183, 10-30-97

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, AFAD, CMU, PC, SOLD

Acknowledged	by:
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# -M-E-M-O-R-A-N-D-U-M-

DATE: November 3, 1997

TO: Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NO. CHARLE FT. LAUDERDALE WORKSHOP HELD 10-23-97

RE: RULE DEVELOPMENT WORKSHOP - SLAMMING

DOCUMENT NO: 11233, 10-31-97

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, AFAD, CMU, PC, SOLD

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JK/pc	JK/pc		



# -M-E-M-O-R-A-N-D-U-M-

DaTE: October 24, 1997

TO: Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NO. 97852-TI, TALLAHASSEE WORKSHOP HELD 10-20-97

RE: SLAMMING RULE DEVELOPMENT WORKSHOP.

DOCUMENT NO: 10999, 10-24-97

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, AFAD, CMU, PC

Acknowledged by:

JK/pc



# -M-E-M-O-R-A-N-D-U-M-

**JATE: October 14, 1997** 

TO: Blanca Bayó, Director, Records and Reporting

FROM: Joy Kelly, Chief, Bureau of Reporting

RE: DOCKET NO. 90000 TI, WORKSHOP HELD 10-8-97

RE: Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and Proposed Amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

DOCUMENT NO: 10504, 10-14-97

The transcript for the above transcribed hearing has been completed and is forwarded for placement in the docket file, including attachments.

Please note that Staff distribution of this transcript was made to:

LEGAL, AFAD, CMU, PC

Acknowledged by:	
max	
JK/pc	

From: Monte Reddish To: Diana Caldwell Subject: fwd: 970882

\_\_\_\_\_\_

---NOTE----8/18/98-12:01pm--

CC: Brad Martin

Good morning. Michelle, secretary for Senator Goss, called wanting information on Slamming Rules. She would like this information so that she can inform his constituents on the rules. I plan to send her document #05790-98. If you have any other information that might be helpful to her, please let me or Brad know. I'll give you her phone # as well if you'd like to speak with her. (941)332-4677. Thanks.

Fwd=by:=Diana=Caldwel=8/18/98=12:04pm== Fwd to:

Cindy Miller, Mary Bane, Monte Reddish

The Senator should also know that a rule challenge petition has been filed and the hearing at the Division of Administrative HEarings will be Aug. 31 thru Sept 3. I am not sure which version #05790-98 is of the rules, however. Can you give me a date on them.

Fwd-by:-Cindy-Miller--8/18/98--1:38pm--Fwd to:

Diana Caldwell, Mary Bane, Monte Reddish

In case it's helpful -- He's a representative from the Fort Myers area (not a Senator). It's good they are interested in our rules!

Fwd=by:=Monte=Reddish=8/18/98==2:12pm==

Fwd to: Cindy Miller cc:

Brad Martin, Diana Caldwell, Mary

The document # refers to the rule package filed with the Dept. of State on 05/27/1998. I appreciate your information. I will send Representative Goss the rule package and I will notify him of the DOAH hearing dates. Thanks

Fwd=by:=Cindy=Miller==8/18/98==2:16pm==

Fwd to: Monte Reddish

You might also mention that the FPSC

derided at Monday's Internal lairs to send a letter to the House Commerce committee members regarding our slamming workshops, rules and the point that we urge those members oppose Rep. Oxley's amendment to provide a Federal ceiling that the states would not be able to have more restrictive rules. Anyway, once we get the letter in good shape we'll send it to him as well. Glad to see his interest. (If you go into this detail. I'll be glad to review the letter). Otherwise, I'll just plan to send him our letter next week.

# HOPPING GREEN SAMS & SMITH

ATTORNEYS AND COUNSELORS

123 SOUTH CALHOUN STREET

POST OFFICE BOX 4524

TALLAHASSEE, FLORIDA 32314

18501 222-7500

FAX (850) 224-8551

FAX 18501 425-3415

Writer's Direct Dial No. (904) 425-2313

July 21, 1998

ANGELA R. MORRISON
GABRIEL E. NIETO
GARY V. PERKO
MICHAEL P. PETROVICH
DAVID L. POWELL
WILLIAM L. PRESTON
CAROLYN S. RAEPPLE
DOUGLAS S. ROBERTS
GARY P. SAMS
TIMOTHY G. SCHOENWALDEN
ROBENT P. SMITH
CHERYL G. STUART
W. STEVE SYKES
T. KENT WETHERELL, II

OF COUNSEL

### BY HAMD DELIVERY

JAMES S. ALVES

BRIAN H BIBEAU

KATHLEEN BLIZZARD

KEVIN B. COVINGTON

THOMAS M. DEROSE

WILLIAM H. GREEN

WADE L. HOPPING

KIMBERLY A. GRIPPA

GARY K. HUNTER, JR.

BOREST A MANNING

FRANK E. MATTHEWS

RIC -RD D. MELSON

JONATHAN T. JOHNSON

PICHARD & BRIGHTMAN

PETER C. CUNNINGHAM

RANDOLPH M. GIDDINGS

Diana Caldwell Division of Appeals Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399

Re: Public Records Request

Dear Ms. Caldwell:

Pursuant to Section 119.07, Florida Statutes, we hereby make a public records request for the following document(s):

All workpapers and other documents which support and/or were used or created in connection with the preparation of the Statement of Estimated Regulatory Costs (SERC), the First Revised SERC, and the Second Revised SERC in Docket No. 970882-TI. This request includes, but is not limited to, cost estimates received from any person, staff workpapers, research notes, notes of meetings, notes of telephone conversations, etc.

Thank you in advance for your prompt attention to this request. If possible, we would appreciate receiving the requested materials by the close of business on Friday, July 24.

If you have any questions regarding this request, please contact the undersigned at 425-2313.

Very truly yours,

Pie O M

Richard D. Melson

RDM/mee CG: Blance Bayo

11. 12. 15.

970882-TI

BECOEDS AN

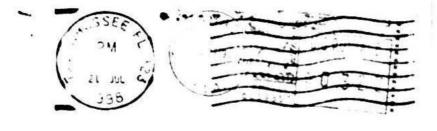
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# HOPPING GREEN SAMS & SMITH

POST OFFICE BOX 6526

TALLAHASSEE, FLORIDA 32314



1/20 Blanca S. Bayo Director Division & Lecosto E Reposting Floreda Public Service Commission From: Jorge Cruz-Bustillo

Blanca Bayo, Dick Durbin, Kathy

Lewis, Kay Flynn, Kelly Biegalski, Pamela Johnson, Rick Moses

Subject: fwd: The PSC receiv -----

===NOTE======7/23/98==8:59am==

The PSC received a written public records request dated July 21, 1998, regarding docket number 970882. The request was sent by Richard Melson, of Hopping Green.

He would like the following:

"all workpapers and other documents which support and/or were used or created in connection with the preparation of the Statement of Estimated Regulatory Costs (SERC) in Docket No. 970882-TI. This request includes, but is not limited to, cost estimates received from any person, staff workpapers, research notes, notes of meetings, notes of telephone conversations, etc."

I believe that all of this information would be in the control of Kathy Lewis. But, in an abundance of caustion I would like everyone who was assigned to this docket to please think if there is any other materials you believe may be responsive to this request.

If you have any questions, please contact me. Thank you for your assistance in this matter.

Fwd=by:=Kay=Flynn=====7/23/98==9:18am== Fwd to: Jorge Cruz-Bustillo

Bill Talbott, Rob Vandiver, Noreen Davis, Bev DeMello, Walter D'Haeseleer, and Dan Hoppe also need to be copied on this (for info purposes only).

Fwd=by:=Jorge=Cruz-Bu=7/23/98==9:30am==

Fwd to:

Bev DeMello, Bill Talbott, Dan Hoppe, Kay Flynn, Noreen Davis, Rob Vandiver, Walter D'Haeseleer

consider it forwarded. Thanks.

### LAW OFFICES

# MARTIN, ADE, BIRCHFIELD & MICKLER, P.A.

JAMES - ADE LYNGA # AVEDER -------

# ONE INDEPENDENT DRIVE - SUITE JOSO JACKSONVILLE, FLORIDA 32202

TELECOMES 19041 384-8848

BARBARA CHINETY JOHNSTON MYGA LØVGHGAN

June 3, 1998

### Via Facsimile (850) 613-7118

Ms. Blanca Bayo, Director Department of Records & Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850

RE: Docket No. 970882-TI

Dear Ms. Bayo:

Please forward me a copy of the Staff Recommendation referenced in the following docket:

Docket No. 970882-TI- Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated; and proposed amendments to Rules 25-4.003, F.A.C., Definitions; 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

I represent several clients whose interests may be affected by the determinations made by the Plorida Public Service Commission in this docket. My mailing address and telephone number are as follows:

> Martin, Ade, Birchfield & Mickler, P.A. c/o Scott G. Schildberg, Esq. P.O. Box 59 Jacksonville, Florida 32201 Telephone: (904) 354-2050

If you have any questions or need additional information concerning this matter, please do not besitate to call me.

Sincerely yours,

Scott G. Schildberg

Commissioner:
JULIA L. JOHNSON, CHAHMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KHERLING
JOE GARCIA





Phase S. Bryt, Director tion of Reserving (MP) 413-4770

# Public Gerbice Commission

October 1, 1997

Ms. Maria Boisvert
The Heritage Holiday Inn
234 3rd Avenue North
St. Petersburg, Florida 33701

R Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer Rules incorporated. Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations;

# Dear Ms Boisvert:

development workshop in the above-referenced docket. Please arrange the room in November 19, 1997, at 10:00 a.m., in the Banquet Room, for the purpose of holding a rule present at the workshop. accordance with the enclosed diagram by 9:00 a.m. There will be approximately 100 people This will confirm our reservations at the The Heritage Holiday Inn on Wednesday,

microphones, 1 podium microphone, stereo amplifier, two speakers, and one mixer will be room diagram, tax exempt and insurance certificates are enclosed. Payment will follow once the workshop is held and an invoice received. Copies of a As previously discussed, the rental will be \$350. In addition, the cost for six table

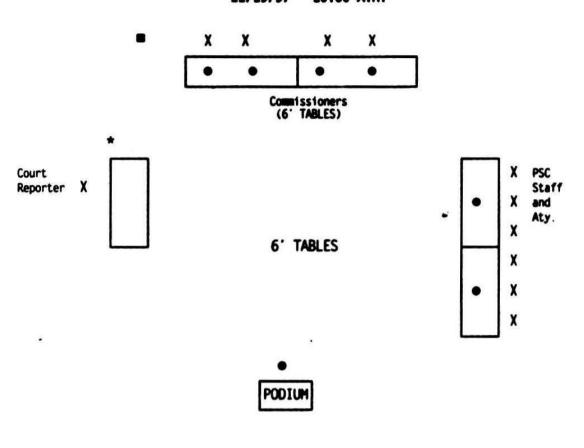
you have questions regarding this matter. I appreciate the opportunity to use this facility for our workshop. Please call me if

Sincerely,

Blanca S. Bayo

Enclosure

# RULE DEVELOPMENT WORKSHOPS - SLAWNING - DOCKET NO. 970882-TI ST. PETERSBURG 11/19/97 10:00 A.M.



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NOTE: Please skirt all tables on sides facing audience and place water and glasses on the tables.

- Chairs
- Microphones Location at which court reporter's cassette recorder will be plugged into audio system. Wastebasket

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# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

Policy Number:	GL-97-2700	General Liability Certificate of Coverage
Name Insured:	PUBLIC SERVICE COMMISSION	
	overage provided pursuant to Chapter 284 d any rules promulgated thereunder.	, Part II, Section 768.28,
Coverage Limits:		
General Liability:	\$100,000.00 each person	*****
	\$200,000.00 each occurrence	
Inception Date:	07/01/97	
Expiration Date:	07/01/98	
BILLA	Hon	

D64-863 10/91

TREASURER AND

INSURANCE COMMISSIONER

94 14 0 14

# STATE OF FLORIDA DEPARTMENT OF REVENUE CONSUMER'S CERTIFICATE OF EXEMPTION ISSUED PROVIDENT OF SELECTION Change 212. Plerida Statutes

79482

32399-045

•	1	Chapter 212, Plorido Statutes This Certificate is Non-Transferable	
	ISSUE DATE EXPIRATION DATE	CERTIFICATE NUMBER	TYPE OF ORGANIZATION
F	12/16/92 12/16/97	47-04-025398-52C.	STATE
	This is to certify that the organization indicated bettergible persons reporty, the lease of translent remaining Address:	SUCES SCEDMUSCO-SELECTED ON LASE be abacel.	•
	FLORIDA PUBLIC SERVICE CO 101 E GAINES STREET ROOM TALLAHASSEE	print 3 3 5 5 W	TALLAHASSEE FL
	SEE REVERSE SIDE FOR IMPORTAL	٠ ـــ	EXECUTIVE DIRECTOR

EXEMPT CODES AND ORGANIZATIONS ARE:

51. United States Government; 52.- State of Florida; 53.- Any County Unit or Agency; 54.- Any City Unit or Agency; 55.- Churches or Eligible Religious Organizations; 56.- Non-Profit Charitable Institutions; 57.- Educational Institutions Meeting Legal Requirements; 58.- Veterans' Organizations; 59.- Scientific Organizations; 60.- Youth Organizations; 61.- Federal or State Credit Unions; 62.- Homes For Aged; 63. - Nursing Homes; 64 - Hospices; 65.-Volunteer Fire Departments; 66.- State Theater Program Facilities; 67.- Other - As Defined By Statutes.

If your organization sells or is the lessor of tangible personal property, charges taxable additioning the lessor of transient rental accommodations or real property, your organization must register as in its light to Part I, Chapter 212, Florida Statutes, and collect and remit Sales Tax on such transactions to this Department. Churches are exempt from this requirement except when acting as the lessor of real property or transient rental accommodations 30 260.

This Certificate is issued to the above indicated organization with the understanding that it is to be used solely by the organization for transactions involving a sale or lease taxable under Part I, Chapter 212, Florida Statutes, that will be used directly in the course of its customary nonprofit activities and will not be used to the agreenal benefit of any individual or officer of such organization. Misuse of this certificate will result in its revocation.

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SEP-10-97	01:34 AM HERITAGE
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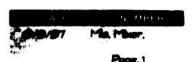
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COMPANY SCORE	Days 9/10/97	Control of	

Carol Langan

(813) 393-6169

P.

QUOTATION



P.O. BOX 8446 ST. PETERSBURG, FLORIDA 33738 (813) 392-7834

BILL TO:

DELIVER TO:

FI Public Service Commission Sandy Simmons

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### MEMORANDUM

September 29, 1997

TO:

Division of Appeals (Caldwell)

FROM:

Blanca S. Bayó, Director Division of Records and Reporting

RE:

Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer

Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection: 25-24.490, F.A.C., Customer Relations;

Rules Incorporated.

Please be advised that the following location has been reserved for a rule development workshop to be held on <u>Wednesday</u>. November 19, 1997 in St. Petersburg at 10:00 a.m.

The Heritage Holiday Inn	
Benquet Room	
234 3rd Avenue North	
St. Petersburg, Florida 33701	

The contact person is Ms. Maria Boisvert at 813-822-4814.

This is for your information, please review the Notice of Commission Hearing for more details.

2 m. 1

### BSB/cp

cc:

Chairman Johnson

Commissioner Deason

Commissioner Clark

Commissioner Garcia

Court Reporters

Communications (Moses, Cordiano)

Consumer Affairs (DeMello)

Office of Public Information (Cunningham)

Nanette Fisher

www.lak.i.i

### DIRECTIONS TO THE HERITAGE HOLIDAY INN

BANQUET ROOM 234 3rd Avenue N. St. Petersburg, Florida

From Tampa International Airport: Take 275 South to St. Petersburg, Exit No. 10 (Pier Exit). Take 4th Avenue to 4th Street, turn right. Stay on 4th Street to 3rd Avenue, turn left. The Heritage Holiday Inn is on the right.

P. king is available behind the hotel and across the street on 2nd Street and 3rd avenue.

A Maria

ENGAGEMENT FUNCTION SHEET

Marina Beach Resort - Suncoast Conference Center 6800 Sumbine Skywey Lane - St. Peterburg, FL 33711 Phone: (813) 867-1151 ant.707 Fee: (813) 864-4494

Order Number 2087 (Teatative)

Peaction Date: 11/19/97 (Wednesday)

The production of	E-1	THE RESERVOIS ASSESSMENT	8
Organization:	Pla. Public Service Commission	Subtotal:	\$675.00
Address:	2540 Shumard Oak Mird.	Serv Chg:	
City, St Zip:	Tallahamse, FL 32399	Tex	
Telephone:	(850) 413-6728	Total Order Cost:	\$675.00
Fest:	(850) 413-7118	Deposit:	30.00
Contact:	Sandy Simmons	Beleace Due:	2675.00
Guests:	70 (Actual)	Cost Per Guests (70):	99.64

and the second of the second o	Distriction	Security of the second security of the second secon	Theme:	Mosting/Seminar
roos Sun/Sea Room	Theatre	sources passes than 10:00am-1:00pm (Serving - N/A)	Category: Description:	Cold Contact Government
			Billing Type: Reference:	Cell le

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	Committee of a special contract of the committee of the c	A STATE OF THE STA	
ATTENTION: I have read and agree to	all policies set forth on the attac	ched policy sheet. I understan	d am chases
to this contract on my part, must be initia	ed by both parties involved to b	secone valid. Any changes to	ade by the
Client after 72 business hours prior to far			Ct. W.
CLIENTS SIGNATURE	DATE MAR	INA BEACH RESORT	CON DATE 18/07
*(Hotel does not permit any food or bove	sate to be brought on site or re	moved from permises after to	action and.)
Initial Descrit (Non-Refuedable) to held	moon on a definite book of \$	SOO P PAID on	1 1 ASAP
lakial Deposit (Non-Refusiable) to held Next Deposit Amount \$ 175° Dec on "(Mean prices are based on current med	or Bolom 11 / 15/97 Flori	Johnne le Due 3 morbine Des	s Prior to Function
-/			

Susan F. Clark Diane K. Keerling JOE GARCIA JULIA L. JOENSON, CEAEDMAN J. TERRY DEASON

# State of Florida



Please S. Boyd, Director Division of Records and Reporting GCT) 413-6774

# Bublic Gervice Commission September 29, 1997

Ft. Myers, Florida 33901 2500 Edwards Drive Sheraton Harbor Place Ms. Bethany Loescher

Rules Incorporated. Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations; Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer

Dear Ms. Loescher:

present at the workshop. development workshop in the above-referenced docket. Please arrange the room in November 5, 1997, at 6:30 p.m., in the Ballroom, for the purpose of holding a rule accordance with the enclosed diagram by 5:00 p.m. There will be approximately 100 people This will confirm our reservations at the Sheraton Harbor Place on Wednesday,

once the workshop is held and an invoice received. Copies of a room diagram, tax exempt As previously discussed, the rental will be \$400. In addition, the cost for four table microphones, 1 podium microphone, and one mixer will be \$115.00. Payment will follow and insurance certificates are enclosed.

you have questions regarding this matter. I appreciate the opportunity to use this facility for our workshop. Please call me if

BSB/cp Enclosure

RULE DEVELOPMENT WORKSHOP - SLAWNING - DOCKET NO. 970882-TI
FT. MYERS
11/05/97 6:30 p.m.

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			Commi (8'	ssioners TABLE)			
Court Reporter	X		6 <sup>,</sup> 1	ABLES	•	x x x	PSC Staff and Aty.
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NOTE: Please skirt all tables on sides facing audience and place water and glasses on the tables.

- Chairs
- Microphones Location at which court reporter's cassette recorder will be plugged into audio system. Wastebasket

90 14

STATE OF FLORIDA
DEPARTMENT OF REVENUE
CONSUMER'S CERTWICATE OF EXEMPTION
ISSUED PURSUANT OF Soles and Use Tax Law
Chapter 212 Florida Statutes

79432

#G50

•		Chapter 212, Florida Stat This Cortificate is Non-Tram	utes			
ISSUE DAT	E EXPIRATION DAT	CERTWICATE MU	ABBR	TYPE	OF ORGANIZA	TION
12/16/9	2 12/16/97	47-04-02539	8-52C.	STATE		
Mailing Address	PUBLIC SERVICE	COMMISSION  FL 32399-0850	Locosto TA	MANNES LE GAINÉS LLAHASSEE	STREET	ROOM 323
SEE R	EVERSE SIDE FOR IMPORT	ANT INFORMATION.	4:	EXECUTIVE	RESERVE	

### EXEMPT CODES AND ORGANIZATIONS ARE:

51. United States Government; 52.- State of Florida; 53.- Any County Unit or Agency; 54.- Any City Unit or Agency; 55.- Churches or Eligible Religious Organizations; 56.- Non-Profit Charitable Institutions; 57.- Educational Institutions Meeting Legal Requirements; 58.- Veterans' Organizations; 59.- Scientific Organizations; 60.- Youth Organizations; 61.- Federal or State Credit Unions; 62.- Homes For Aged; 63. - Nursing Homes; 64 - Hospices; 65.-Volunteer Fire Departments; 66.- State Theater Program Facilities; 67.- Other - As Defined By Statutes.

This Certificate is issued to the above indicated organization with the understanding that it is to be used solely by the organization for transactions involving a sale or lease taxable under Part I, Chapter 212, Florida Statutes, that will be used directly in the course of its customery nonprofit activities and will not be used to the parsonal benefit of any individual or officer of such organization. Misuse of this certificate will result in its revocation.



# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

Policy Number:	GL-97-2700	General Liability  Certificate of Coverage
Name Insured:	PUBLIC SERVICE COMMISS	BION
	overage provided pursuant to Cha d any rules promulgated thereund	pter 284, Part II, Section 768.28, er.
Coverage Limits:		
General Liability:	\$100,000,00 each person	•••
	each occurre	nce
Inception Date:	07/01/97	
Expiration Date:	07/01/98	
BILLA	ilan	
TREASURER AND		
INSURANCE COM	OMISSIONER	



60 (1711) 165 (1650) - FT, 167(15), FT, 2000) 60 W 20 PG 600 - FAE GP W 201-6000

### SANQUET FUNCTION AGREEMENT

THE ST. S. 1997 2277407-40 EST EST. PL. PRILLIC SERVICE COMMERCION Granisation Contact SAME STREET -Balling Mikross PLEASE MOTION Million Miles 904-413-6726 9, 9/8/97 904-413-7118 Type & Time of Ponction METER 5:3079-10:3079 Ortinate Attendesse 122 Leasties Time 4:3054 Legition 4:307 MATER STATION COLUMN PAR I -THEATER STYLE SEATING -U-SMAPED HEAD TABLE IN FRONT OF ROOM -M-TABLE TOP NICS ON HEAD TABLE -POD/MIC PURCHASE ORDER AND TAX EXEMPT FORM DUE UPON RECEIPT OF CONTRACT. SOUR SERVICE \$400.00+ ME LINES TERM X 2002 900 8103 0(15.00++ PM 810 -900/810 81/0 -8080 8130 0(40.00++ **Bothed of Payment** Ma Lecation Ties III COME de Conclusion CII PROCESA Direct Bill One 575 Bertanders foe our her is unless with each \$300 in h COTTON. If the arrangements show and no reverse olds most with your approval, please sign commit copy and notices by the stated on this approximat. Space remaint applies adjust copy in our office, we will then consider the arrangements continued definite; until the or our happing the space on a "benington" leads.

Collection definites Signature for 9/6/9> F 918 PLEASE SIGN AND RETURN



## FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

Policy Number:	GL-97-2700	General Liability Certificate of Coverage
Name Insured:	PUBLIC SERVICE COMMISSION	
	overage provided pursuant to Chapter 2 d any rules promulgated thereunder.	284, Part II, Section 768.28,
Coverage Limits:		
General Liability:	\$100,000,00 each person	****
Inception Date:	07/01/97	
Expiration Date:	107/01/98 1Am	

D64-863

TREASURER AND

INSURANCE COMMISSIONER

### FLORIDA CASUSTY INSURANCE RISK MANAGEMENTRUST FUND GENERAL LIABILITY. CERTIFICATE OF COVERAGE

\* H HH 182

in consideration of the provisions and dijudations, contained barein or added herein and for the promism charged, the Plantic Casualty insurance Plat Management Tri Fund, hereinabler referred to as the "Pund", cortiles that the State department or agency named in this cortilesse is hereby provided general fability coverage. Covers shall be effective on the inception date at 1251 a.m. standard time.

This conflicate is comprised of the foregoing provisions and algudations, together with each other provisions and algudations as may be added hereto by the Fund in the Nauro:

### L COVERAGES Conord Lists

COVERAGES

Quested Linkship Coverage—Builty and Property Strange

To pay on behalf of the impred of pure which the internal deal become leasily
obligated to pay as demograp for injury or less of property, personal injury,
or death caused by the neighbort or uneight and or estamble of any officer,
or death caused by the neighbort or uneight and or estamble of any officer,
or death caused by the neighbort or uneight and or estamble of any officer
or death caused by the neighbort of the according to the part of the cause may be
further defined houses or by administrative rule, with pathing within the cause
of his office or compleyment, pursuant to the providers and finituation of
Compare 284, Part 8 and Section 786.58, Family Section.

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- DEFENSE, St. TLEMENT, SUPPLEMENTARY PAYMENTS
  With respect to make conscious at a district by the collection, the Fund shad
  (a) defend any cell spaties the insured display cash highly, district
  decrease, such as constraint of property and testing at a second and a second and to grant and the formation, the
  formation of the collection of grant and the formation of the collection. In
- court thereof, even if each said is grandless, labor, or bracked, but the Fund may make each investigation, origination, and extinence of any date or said as if thereo appropriate; pay of promises on bracks to obtain appropriate; pay of promises on bracks to obtain appropriate; pay of promises on bracks to obtain a property and on appeal bracks required in any such defended gall for an appropriate test in cases of the applicable land of facility constituted in the conflictor; pay of consenses incurred by the Fund, of cases there applies the incurred in any such said, send of bracks, and cases there are not property of judgment and face rate cases the find of the Fund's tability thereon; pay copares incurred by the insured for each insurables moderal rated to others as shall be impossible at the time of the conduct.

- DEFORTIONS

  (a) Named insured—The department or agency named herein.
  (b) Insured—Bath department or agency named herein, their officers, employees, agents or volunteers.

  (c) Volunteer—Any parson who of his com two will, provides goods or services to the named insured, with no manastry or material componention as defined in Chapter 118, Part IV, Plantia Standays.

  (d) Agent—Any parson not an employee, asting under the direct control and supervision of a state agency or department, for the banefit of a make agency or department.
- Agent—Any paramand supervision of a state agency or experience
  and supervision of a state agency or experience
  state agency or department.
  Automobile—A land motor vahiole, teallyr, or comitmate designed and
  flavorated for use on public reads flowleding modificary or apparatus attechnel thereto), but does not include modific experience.

  Matchie Equipment—A land vahiole flowleding modificary or apparatus
  associat thereto), vination or not acceptance (1) not accipate to mater
  which registration, or (2) maintained for use carbonists on permission
  which registration, or (3) maintained for use carbonists, or make reads. which reported, whether or not collapseated, (1) not extend to make various reported., or (2) make and properties, (1) not extend to make control by or rested to the regard instead, including the ways insteading by adjustment, or (4) designed by make another the make of the properties of adverting making to designed of make the first to only property of adverting making to except part of or personal of the following types breaking as integral part of or personally defined to make values, power forces, to make the personal of the following types forces from the make the personal of th (1)

### N.

- EXCLUSIONS
  This continue does not apply:
  (a) to body injury or property demans estains out of the connection, maintenance, operation, we, basiling or unitediag of:
  (1) any estamblish cannot or operated by or notified or board to any industri, or makes cannot be appropriately any parson in the course of his makes of the course of his makes of the course of his cannot be apply to ery other automobile operated by any person in the exerce of his employment by any insured, but this exchants does not apply to the parties of in automobile as provides account by, control is, as controlled by the resmel insured or the ways immediately edjaining. If such automobile is not consed by, coloned, or based to any insurance in account by any insurance in any insurance.
- or and discharges; to any addition for which the insured or the Post may be held feath white any amployer's heldly or waters' adaptionable law;

A STATE OF THE

- to properly demage to presently curred or excepted by the insured; to properly demage to pre-sets alterated by the insured origing out of much profiless of any part thereof;
- es of use of tanglide property which has not been physically injured belonged, resulting from:
  - ermance by or on bahall of the named in-
  - to lease of user was an experience of the contract of the cont da, er werk perform
- of Interes; to the named insured's products griing out of each products or may feet of each products; to properly decease to work products; to properly decease to work products; to properly decease to work or my period thereof, or out of materials, parts, or equipment furnished in connection thereoffs thereof educate products of other arms products of other arms products of other arms products of other arms of properly of other arms products.
- to punitive demagae; to autiens of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanten and willful disregare of human rights,
- or in a manner exhibiting wanton and withol diarregard of human regres, eathly, or property;
  to professional middles liability of the Second of Regards, the physicians, efficant, employees, or agents of the beard;
  to liability related in any way with nuclear energy;
  to liability assumed by the interest under any contract or agreement;
  to final judgments in which the insured has been determined to have exceed the hum interestingly;
  to energis for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state each, agency or commission.

### A P

- Premium
  Premium charges shall be assessed in accordance with the provisions
  of Chapter 201, Part II, Planta Statutes and any rules promulgated
  According
- Audit
  The Fund shall be permitted to custains and audit the insured's books
  and recents at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this
  coverage, as for a they rejute to the premium bases or the adject mater of this coverage.

  Insured's Button in the Event of Gooverance, Claim or Butt

  (1) Event of Cooverage
  Witten notice containing particulars sufficient to identify the in-
- - Brest of Converses

    William nation destabling perfection sufficient to identify the insered, along with researcity obtainable information with respect
    to the time, place and observationate thereof, the names and eddenses of the injured and all immon witnesses, shall immediately
    be given by or for the insured to the Fund.

    Nation of Claim or Belt
    If date is made by selt brought againg the insured, the insured
    shall immediately forward to the Fund or only demand, notice, tummans, or other pressure researcing type of a date or suit prior
    to a confirmat agreement or the insured observice deligating lead,
    shall vaid constage by the Fund, for that claim.

    Assistance and Chapterdian of the insured
    The insured shall conpention of the insured.
  - The interest shall consention of the impact
    The interest shall consents with the Fund and, upon the Fund's respect, costs in making actions in, in the conduct of sales and in catenday any right of contribution or indometry against any pactor of engineering with may be finish to the interest because of injury or demand with mapor' to which coverage is affected under the certificity, and the interest intell upon request, make available at against research paradiction in a consense. highly or dismage with respect to within coverage in affected under anothers, and the interest shall upon respect, rathe another of agency recercity particularly to a specific claim, shall attend have large and initial and could be according to a specific claim, and attend the states of universes. The interest shall not, course of the control of the country return or payment when the states of the country return for their aid to others at the time of country the payments when the first aid to others at the time Agency the Fund entires, as a condition procedured through the first threats, the interest shall have been in full compliance with all the terms of this contilients and the provisions of applicable finish States.



### BANQUET FUNCTION AGREEMENT

AND RETURN

hay/bake 100 S. 1997 2277167-10 BR 1072 Organization FL. PRILIC SERVICE CHERESTON Pest Contact SAMPLE STREETS o site Bailing Mikros PLEASE MOVINE Billing Mikross 984-413-6728 EL 9/8/97 904-413-7110 Type & Time of Practice MATTER 5:3678-10:3075 Ortinate Attendance 127 Lecoties ?1771M Lentin Pies 4:307 Tim 4:307 WATER STATION COLV-OD COME PAR MEDITED -THEATER STYLE SEATING
-U-SHAPED HEAD TABLE IN FRONT OF ROOM
-TABLE TOP MICS ON HEAD TABLE
-POD/MIC PURCHASE ORDER AND TAX EXEMPT FORM DUF. UPON RECEIPT OF CONTRACT. \$400.00+ 65B4 WITE FINALE TOP MICE 0(15.00++ PM MIC PRO/MIC GM/C HIR 860.00\*\* BAR Location o codeia all Direct Bill One \$35 Bertanders for nor her is mixed with each \$300 in homes. CATAGORA. al copy and roturn by day date If the arrangements show and on reverse olds most with your agreems, phase sign second of status or this approximat. Spen remaint agreem cape in our attion, we will then on continued definite; until time we are highling the space on a "heatestor" banks. Collegia Signature F 918 PLEASE SIGN

### SHERATON® HARBOR PLACE HOTEL

### **FACSIMILE COVER LETTER**

DATE: 5-49.1997

FROM: SHERATON HARBOR PLACE HOTEL
NAME: Schlage M. Loca charPHONE: (941) 337-0300 cm. FAX: (941) 334-6635

### PLEASE DELIVER TO:

FIRM: Play Public Service Com FAX: 904-413-AGES, INCLUDING COVER:

Ms. Simmons.

Here are the Directions to the Hotel from the Airport.



September 8, 1997

Ms. Sandy Simmons PLA. PUBLIC SERVICE COMMISSION VIA FAX 904-413-7118

Dear Ms. Simmons,

Please review the enclosed banquet event orders, noting any necessary changes, and return a signed copy as soon as possible.

As a reminder we will need the purchase order and tax exempt forms BEFORE the function day.

At this time I would like to remind you of our 72-hour guarantee (3 working days prior) required on all food and beverage functions. Should we not hear from you within this time, the estimated attendance figure reflected on your banquet event order will be taken as your final guarantee.

We at the Sheraton Harbor Place are looking forward to making your event a memorable one.

Please call me with any questions (941) 461-0241. Or you may fax me at (941) 334-6835.

Sincerely,

Sheraton Harbor Place Hotel

Bethany M. Loescher

Convention Services Coordinator

### SHERATON® HARBOR PLACE HOTEL

### **EACSIMILE COVER LETTER**

DATE: Sept 9,1997

PROM: SHERATON HARBOR PLACE HOTEL
NAME: M. LOCALAS
PHONE: (941) 337-0300 mt. FAX: (941) 334-6835

### PLEASE DELIVER TO:

NAME: Sandy Simmons
PIRM: An Public Service Commission

FAX: 904-413-7115
TOTAL NUMBER OF PAGES, INCLUDING COVER: 2

Ms. Sinnors.

Here is the Audio Visual Proposal

from Matrix

Please call if you have any Questions.

Behan

Att: Bethany Leasther

From: Eric Mass

Re: Florida Public Service Commission - Audia/Visual Equipement Request

Here are the prices on the Home requested.

Table Too Mics \$15.00 ca.

Audio Miser 40.00

> \$115.00 Subtotal

15% Service Charge 17.25

> **Grand Total** \$132.28

Please antify me of confirmation of this order and of any changes as soon as possible.

Eric Mass

Nov 14 1997, 10:16 AM

### STATE OF FLORIDA



PUBLIC SERVICE COMMISSION

2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-0850

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Bethany Loescher

941-334-6835

FROM:

Carol T. Purvis

Fax: 850-413-6731

Voice: 850-413-6730

RE:

Purchase Order

Note: I am placing the original of the Purchase Order in the mail today. Payment will be processed upon receipt of an invoice.

### MEMORANDUM

September 26, 1997

TO:

Division of Appeals (Caldwell)

FROM:

Blanca S. Bayó, Director

Division of Records and Reporting

RE:

Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer

Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations;

Rules Incorporated.

Please be advised that the following location has been reserved for a rule development workshop to be held on Wednesday, November 5, 1997 in Ft. Myers at 6:30 p.m.

Sheraton Harbor Place	
Ballroom	
2500 Edwards Drive	
Pt. Myers, Florida 33901	

The contact person is Ms. Bethany Loescher 941-461-0241.

This is for your information, please review the Notice of Commission Hearing for more details.

BSB/cp

cc:

Chairman Johnson

Commissioner Garcia

Court Reporters

Communications (Moses, Cordiano)

Consumer Affairs (DeMello)

Office of Public Information (Cunningham)

Nanette Fisher

### DIRECTIONS TO SHERATON HARBOR PLACE

BALLROOM 2500 Edwards Drive Pt. Myers, Florida

Exit Pt. Myers airport and follow signs to I-75 North. Take Exit 22 and proceed west on Colonial Blvd. Turn north onto Powler Street and west onto Dr. Martin Luther King Blvd., north onto Lee Street and right onto Edward Drive.

OR

Follow signs from Pt. Myers airport to I-75 North. Take Exit 25 and proceed west on Palm Beach Blvd. (SR 80). Go approximately 5 - 6 miles and you will arive at the rear of the hotel.

and the state of

Dr. Martin Luther King Jr. Blvd. I-75 Colonial Blvd. Daniels Parkway Exit 21



# Case Scheduling/Rescheduling Advice

To:

X Commissioner Deason
X Commissioner Clark
X Commissioner Kiesling
X Commissioner Gercia

x Executive Director
x Public Information Officer

Deputy Ex. Director/Technical
 Appeals Director

X Legal Director

X Auditing & Pinancial Analysis Director

X Communications Director

X Consumer Affairs Director

Electric & Gas Director

Records & Reporting Director
Research Director

Water & Wastewater Director

X Court Reporter

Staff Contact - D Caldwell

From: Office of Chairman Julia L. Johnson

Docket No. 9708"7-TI

Title: Joint potition of Robert A. Butterworth, Attorney General, and the Citisens of the State of Florida, by and through the Office of Public Counsel, for initiation

### 1. Schedule Information

Event	Former Date	New Date	Location	Time
Rule Development Workshop	1D	10/08/1997	Pensacola	18:30-20:00
Rule Development Workshop	All	10/20/1997	Tallahasses, 148	18:30-20:00
Rule Development Workshop	JDGC	10/23/1997	Miami	10:00-12:00
Rule Development Workshop	JDGC	10/23/1997	Pt. Lauderdale	18:30-20:00
Rule Development Workshop	1GC	10/24/1997	West Palm Beach	18:30-20:00
Rule Development Workshop	JEG	11/05/1997	Pt. Myers	18:30-20:00
Rule Development Workshop	JKG	11/06/1997	Orlando	18:30-20:00
Rule Development Workshop	All	11/19/1997	St. Petersburg	10:00-12:00
Rule Development Workshop	All	11/19/1997	Tampa	18:30-20:00

Remarks: Docket(s): 970012

NOTE; PENSACOLA WILL BE CENTRAL TIME Hearing/Prehearing Assignment Information:

**Former Assignments** 

	C	نود	missioners Hrg. Staff Exam.				
ALL	JN	DS	р	KS	GR		
		ř.	7				

**New or Changed Assignments** 

	C	omi	esiona	ers.		Hrg. Exam.	Staff
ALL	N	DS	CL	KS	GR		

Prehearing Officer

Hearing

Commissioners								
JN	D8	р	KS	GR	ADM			

Marie Comment

JN DS CL KS GR ADM

Remarks:

Document ID is 97088202.CCS

**PSC/NAN 8 (0797)** 

PORM KEY IS 090397093555

284

### 09/03/1997

•		
To:	X	Commissioner Deason
	X	Commissioner Clark
	X	Commissioner Kiesling
	X	Commissioner Garcia
	-	Executive Director

X	Deputy Ex. Director/Technical
	Appeals Director
X	Legal Director
X	Auditing & Pinancial Analysis Directo Communications Director
X	Communications Director
X	Consumer Affairs Director
	· Sanda Testa com Manda de Camado de

	Electric & Gas Director
1	Records & Reporting Director
	Research Director
	Water & Wastswater Director
X	Court Reporter
X	Staff Contact - D Caldwell

From: Office of Chairman Julia L. Johnson

x Public Information Officer

Docket No. 970882-TI

Title: Joint petition of Robert A. Butterworth, Atterney General, and the Citizens of the State of Florida, by and through the Office of Public Counsel, for initiation

### 1. Schedule Information

Event	Former Date	New Date	Location	Time
Rule Development Workshop	JDG	11/20/1997	Jacksonville	14:30-16:00
				-
				+
:4				

Remarks: Docket(s): 970682

### 2. Hearing/Prehearing Assignment Information:

Former Assignments

Hearing

	C	ommi	esione	<b>163</b>		Hrg. Exam.	Staff
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**New or Changed Assignments** 

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Prehearing Officer

Commissioners								
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	Commissioners		oen						
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Remarks:

Document ID is 97088202.CCS

PSC/NAN 8 (07/97)

FORM KEY IS 090397093555

### Case Assignment and Schaduling Record

Section 1 - Division of Records and Reporting (RAR) Completes

PSC/RAR-15 (Rev. 7/97)

Docket No. <u>970882-TI</u> Date Docket Company: IXCs	rted: <u>97/15/1</u>	997 Title:	and the Office proceed invest	e Citiz of Pub dings, igate t	ens of 11c Cou pursuen he prac	the Sta nsel, f t to Se	te of f or init ction ] slamm	lorida, istion 20.57,	Attorney General formal F.S., to to determine	gh the
Official Filing Date:	Expiration:									
Referred to: AC ("()" indicates OPR)	OH AFA A	PP CAF	(CM)	EAG	<u>—</u>	X LEG	RAR	RRR —		
Section 2 - OPR Completes and returns	to RAR in 10	workdays.				Iim	Sched	गुड		
Program/Hodule A18	18	MANTHE: THE	SOED	E IS A	LATE	MATERIAL PROPERTY.		OCUMENT	<u>.</u>	
Staff Assignments	i 16	OR UPDATES C	CONTACT	THE REC	0705 SE	effor:	(850) 4	13-6770	No.	Dates
OPR Staff Rick Moseo		1	0	]	•				3,	Current
Staff Counsel Dioma Caldu		3.								
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(1)		29.		100						
Recommended assignments for hearing		31.								
and/or deciding this case:		32. 33.								
Full Commission Commission F Hearing Examiner Staff	'ane' _	34. 35.							-	
Date filed with RAR:		36								
Initials: OPR		38.								
Staff Counsel		40								
Section 3 - Chairman Completes - Hearing Office		signments ar	re as fo	llows:		- Prohe	ering (	officer		
Countsstaners		Staff				Comis	sioners		ADH	
ALL JN DS CL KS	ge Exam.				ЭМ	DS (	a K	GR		
Where panels are assigned the senior C the identical panel decides the case. Where one Commissioner, a Hearing Exam assigned the full Commission decides t	riner or a Sta				Appro					

. COMPLETED EVENTS

CommissioNET:
JULIA L. JOHNGON, CHARBMAN
J. TEZHRY DEAGON
SUBAN F. CLARK
DIANG K. KUESLING
JOE GARCIA



Please S. Bayd, Director Notates of Records and Experiting (889) 413-4770

# Bublic Bervice Commission

September 29, 1997

Ms. Tany a Dong
Orlando City Hall
Office of the City Clerk
400 S. Orange Avenue
Orlando, Florida 32801

Æ Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Currier Selection; 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Ms. Dong:

1997, for the purpose of holding a rule development workshop in the above-referenced docket. The workshop is acheduled to begin at 6:30 p.m., however, staff will need access to the Chambers by 5:30 p.m. There will be approximately 100 people in attendance. This will confirm our reservation of the Commission Chambers on November 6,

an insurance certificate is enclosed. My understanding is that City Hall has 24 hour security and the uniformed officer will provide security for our workshop. As previously discussed, there will be no charge for the use of this room. A copy of

you have questions regarding this matter. I appreciate the opportunity to use this facility for our workshop. Please call me if

Sincer

Blanca S. Bayó

BSB/cp Enclosure

### CITY OF ORLANDO CITY HALL USE APPLICATION

Applicant's/Organization's Name: Fla. Public Service Commission Phone: 850-413-6726
Address: Street 2540 Shumard Oak Blad. Tallahassee State FL Zip 32399-0870
Contact Person: Blanca S. Bayo' Phone: (W) 850-413-6726 (H)  Name of Event: Rule Development Workshop
ends the A Sy
Description of Activities Meeting with Commissioners, staff and interested persons
Location(s) Requisited: City Counsel Chambers Date(s) Requested: November 6, 1997
Event Hours: from 6:30p To 8:30 p. Time Event Set-up Will Begin: 5:00 p
Maximum Number of Persons Expected to Attend Event: 100
Will an Admission Fee Be Charged? Yes No; Will a Donation/Contribution Be Required? Yes No
Will Tables and Chairs Be Set Up? Yes X No Eyes, Seer plus cases be estimated for business days before event.
Will Food Be Served? Yes No
If Ycs, Provide Cateror's Name:Phone:
Will Alcoholic Beverages Be Sold? Yes No; Consumed? Yes No
If Yes, Circle Applicable Type(s): Beer Wine Hard Liquor
If Sold, Provide License Number:
Will Sound Amplification Be Used? X Yes No WYes, What Type? audio system that is in room
Will Music Be Used? Yes No If Yes, What Type?
If Applicable, List Copyright License Number:
Will Electrical Hookup Be Required? Yes No HYes, How Many?
Will Decorations/Equipment Be Used Which Are Over & High? Yes X No Will Tenus Be Set Up? Yes X No
Special Requests: OVERHEAD PROJECTOR TV AND VCR OUTSIDE COMMISSION CHAMBERS TO
BE USED BY CONSUMER AFFAIRS STAFF FOR SHOWING SLAMMING PUBLIC SERVICE ANNOUNCEMENT
Insurance Covering Event: Carrier:COVETAGE CETTIFICATE attache Phone:
Has Your Organization Used City Hall Previously Yes X No If Yes, Provide Date(s):
Applicant agrees to comply with the Guidelines for Use attached as Enhibit "A" herete. Palaification of information may result in rejection of this Agreement or cancellation of the event by the City of Orlands. Additionally, fairlifeation may subject you to prosecution under Orlando City Gode Section 43.16, Faire Information.  Applicant's Signature:  Date: 9/26/97
Applicant's Signature: Date: 9720/97

# HOLD HARMLESS/INSURANCE/COPYRIGHT AGREEMENT

The Applicant on bis/he the City of Orlando, a der by est or one quark, especies, free, free, publics, ests, precedings, esticas and o it, of any kind and senior artising or proving out of or in any very out set or omission of the Applicant, in officers, agents, servents, employs the agreement between the parties. roug behalf and on behalf of the organization using the facility hereby pro municipal corporation, its officers, agains, and employees, from end of priogram, from and against my or others, or because of or due to the more 1 8 S and all liability, claims. ing attorney's fees for trial

The applicant shall supply a "Cartificate of lanuarance" set \$100,000 property damage. The City of Oriento shall be a Cartificate shall indicate that the applicant's innermose policies. urance" reflecting a printipum coverage of \$500,000 bodily injury per occurrence and to shall be angulate as additional insured which shall be noted on the Corridonte. The urance pointy shall not be cancelable without thirty days prior written notice to the City.

Applicant sesses all come arms transition rights used on or incurpor harmies the City, from all designs. ting from the part of p 1 had of any sweet cove a in law or equity for or on accor ted, tradumentad or copyrighted materials, equips of any event covered under the agreement; and ag ction with this Agree domacked or outsynghted 5 PACES, PEG in all hold , Q

RADON GAS NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient qualities, may present health risks to persons who are expused to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florids. Additional information regarding radon and radon testing may be obtained from the Orange County Health Department. PS 404.054(8). erials, equipment, caryon, provention, need the City from any such smit or action, n ALL STRE TO BE COMPLETED BY THE CITY OF ORLANDO B constiticate 7

Application Approved; Diapproved	MAKE CHECKS PAYABLE	Osposit Paid	Von-refundable Use Application Fee sournage Fee Dity Personnel Fee Hr x Refe Lab-Total	Other permit(s) required:	Cartificate of insurance verified
Diagraph	VANCE CHECKS PAYABLE TO THE CITY OF ORLANDO.			Type	Liquor Bonne required?
Resses for disapproval		Date Balance must be paid on or before	Music Copyright Fee S 6% Sales Tax Fee S OR Tax Exampt Number	D	Y/N Verified
		•			Dete



### FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

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Dalies	Number	
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GL-97-2700

General Liability

Certificate of Coverage

Name Insured:

PUBLIC SERVICE COMMISSION

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability:

\$100,000.00 each person

\$200,000,00 each occurrence

Inception Date:

07/01/97

Expiration Date:

07/01/08

TREASURER AND

INSURANCE COMMISSIONER

D64-863 10/91 State of Florida

Commissioners: JULIA L. JOHNSON, CHAIRMAN J. TERRY DEASON SUSAN F. CLARK DIANE K. KIESLING JOE GARCIA

. 9



Manca S. Bayé, Director Division of Records and Reporting (880) 413-6770

### Public Service Commission

September 26, 1997

Ms. Sylvia Stone
Prime Osborn Convention Center
1000 Water Street
Jacksonville, Florida 32204

RE: Docket No. 970682-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Ms. Stone:

This will confirm our reservations at the Prime Osborn Convention Center on Thursday, November 20, 1997, at 2:30 p.m., in Room 102, for the purpose of holding a rule development workshop in the above-referenced docket. Please arrange the room in accordance with the enclosed diagram by 1:00 p.m. There will be approximately 100 people present at the workshop.

As previously discussed, the rental will be \$280. Please advise the cost for four table microphones, 1 podium microphone, and one mixer. Payment will follow once the workshop is held and an invoice received. Copies of a room diagram, tax exempt and insurance certificates are enclosed.

I appreciate the opportunity to use this facility for our workshop. Please call me if you have questions regarding this matter.

Sincerely,

Blanca S. Bayo

BSB/cp Enclosure



## FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

Policy		
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LOHEA	746	. 1000

GL-97-2700

General Liability

Certificate of Coverage

Name Insured:

PUBLIC SERVICE COMMISSION

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability:

\$100,000,00 each person

\$200,000,00 each occurrence

Inception Date:

07/01/97

Expiration Date:

07/01/98

TREASURER AND

INSURANCE COMMISSIONER

D64-863

### FLORIDA CASUTETY INSURANCE RISK MANAGEMENT TRUST FUND RTIFICATE OF COVERAGE

In consideration of the provisions and atjudations contained hards or added hards and for the promism charged, the Parkin Cassally insurance Plais Management Trust Fund, hardwards returned to as the "Fund", continue the Basic department or againsy named in this continues is hardwy provided general liability coverage shall be effective on the incoppion date at 1201 a.m. standard time.

This conflicate is comprised of the foregoing provisions and elipsiations, together with quals other provisions and elipsiations as may be added haven by the Fund in the hours.

L. COVERAGES

Concerd Liability Concerage—South, and Property Statespe

To pay on behalf of the inserted of cates which the inserted shall become leadily
ethicated to pay as demanate in injury or tens of property, parsonal injury,
or death caused by the nephroper of versight and or enthints of any other,
employee agent of versions of the mattel insert, as such tens any other
terflow defined herein or by administrative rule, while gating which the single
of his office or complement, personnel to the providers and finitudes of
Coupler 204, Part 8 and Section 783.28, Plants States.

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- CEPTONE, SETTLEMENT, SUPPLEMENTARY PAYMENTS
  With respect to each coverage as is elimited by the certificite, the Fund shalt
  (a) defend any set shalt the traced diaging such latery, stateous,
  discous, death or excellent of property that certifing destinates on occent thereof, even if such set is groundless, tates, or fractions, but
  the Fund may make such investigation, regardation, and estimated of
  any claim or sell as it deems appropriate;
  (b) pay of promiums on bands to release discharate and on appeal bands
  required in any such defended out for an amount set in centers of the
  applicable limit of liability ceptificated in the certificate;
  (c) pay of experience insured by the Fund, of each second against the insured in any such sell, and all interest counting after entry of judgment
  until the Fund has paid, tendened, or deposited in each that for judgment
  until the Fund has paid, tendened, or deposited in each that
  judgment as does not caused the limit of the Fund's fieldity thereor;
  (d) pay expenses incurred by the insured for such immediate mediant rated
  to others as shall be important at these of the gestions.

- b others as shall be imperative at the time of the addition.

  DEFINITIONS

  (a) Named insured.—The department or agency named herein.

  (b) Insured.—State department or agency named herein, their officers, employees, agents or valuntaers.

  (c) Valuntaer—Any param who of his cam has will, provides greats or services to the named insured, with no manutary or material components on as defined in Chapter 110, Part IV, Plottile States.

  (d) Agent—Any param not an employee, asting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department, for the benefit of a state agency or department, for the benefit of a state agency or department, for the benefit of a state agency or department, automobile—A land meter valide, trailer, or semi-trailer designed and ficenced for use on public reads (including machinery or agraemate attached thereto), but does not include machinery or agraemate attached thereto), whether or not cell-propelled; (1) not excipted to mater values registration, or (2) maintained for use anabactually on promises owned by or rested to the rested learned, including the using institly to equipment of the following types through an integral part of or permanently attached to each values; power cames, offered, basing, degree and defer then the ested learned typic graders, compressors, pumps and generators, including equipment; and outleases equipment.

  EXCLUSIONS.

### N

- EXCLUBIONS
  This certificate does not apply:

  (a) to bodly injury or property damage arising out of the cumerable, maintenance, operation, use, leading or entending of:

  (1) any outernable cumed or operated by or rented or beased to any insured, or

  insured, or

  the date automobile operated by any powers in the course of his
  the date automobile operated by any powers in the course of his (2) any other extensible operated by any parton in the course of his employment by any insured, but the contains does not apply to the parting of an extensible on provides except by, rested it, or excitable by the named insured or the ways insurablely adjants. It much extensible is not comed by, rested, or leased to any insured.
- billionet;
  (b) to any action values may be brought against the named improved by anyone value unlocked, participant in lift, unlocked against, participant or anyone values of the participant of the desired participant of the found may be half beautiful any order only employers babbly or various or despendents but;

- to properly dismage to properly crimed or ecoupled by the insured; to properly demage to promites ellerated by the insured arising out of each promites of any part thereof; to less of use of language properly which has not been physically injured.
- to projectly demonstrated or any past to be an according to the condition of any past to be an adversarial property which has not or destroyed, manifest from:

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  (4) the lather of the content inserted is products, or work performed by or an bahall of the named inserted in most the break of performance, couldly filters, or dentality restricted or represented by the named inserted in products or string out of such
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- to punitive demagae; to actions of incureds committed in teel faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights,

- or in a literary community various and value corrupting or number rights, or property, the property of the Beard of Regents, the physicians, efficient, compleyees, or opents of the beard; to Eathly related in any very with nuclear energy; to Eathly estimated by the insured under any contract or agreement; to find judgments in within the insured has been determined to have estated the form intentionally; to exceed the latern intentionally; to exceed the highestive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

### CONSTRONS A President

Promision
Promision charges shall be assessed in assertance with the provisions of Chapter 201, Part II, Plantes Statutes and any rules promulgated

- theresides.
  Audit
  The Fund shall be permitted to exemine and audit the insured's bests and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this arrange, as far as they rejute to the premium bases or the exhipst matter of this coverage.

  Insured's Butter in the Brent of Coourtenee, Claim or Sult.

  (1) Event of Coourtenee

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- - Brest of Converses

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    Within radios containing particulars collisions to identify the incered, doing with researchly obtainable information with respect to the time, place and elementarions thereof, fire reasons and elementarions thereof, fire reasons and elements of the form. It is not be present of the form.

    Notice of Claim or fast

    I claim is made by sait brought against the incured, the incured shall immediately foreged to the Fund every demand, notice, numerous, or other process received by the or his representative. Fellow by the incured to delice the Fund of a claim- or sait prior to a retificant agreement or the incured of union obligating land, shall stall execution by the Fund, for that claim.

    Academics and Comparation of the incured

    The incured shall except the with the Fund and, upon the Fund's request, social in making collements, in the conduct of auto and is extend and in ordering any light of continuous, in the conduct of auto and is extend only or discount of the seconds of auto and is extend only or discount portations to a profit claim, shall attend under the confliction, and the interest place profits calm, shall attend under the confliction or large and containing to a specific claim, shall attend now-ingo and this and cause in between 5. The forest shall not, except at the same cost, valuationly make my payment, assume any objection or large stall to equipment only payment, as a condition provided that claim is the first calm for first old to others at the large of stall the forest claim for first old to others at the large of stall the except of the continuous stall rate of the forms of the provisions of application of the terminal shall have been in full compliance with all the first calm for the first contains.

    I the care of the first contiless and the provisions of application of the terminal shall be contained to the contiless on the provisions of application.

JULIA I. JOESSON, CHAESMAN
J. TIZRAY DEASON
SUSAN F. CLARK
DIANE K. KEERLING
JOE GARCIA

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Mana S. Brys, Diversor Printer of Reporting GROS (13-677)

# Bublic Dervice Commission

September 26, 1997

Ms. Sylvia Stone
Prime Osborn Convention Center
1000 Water street
Jacksonville, Florida 32204

RE Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations: Rules Incorporated.

Dear Ms. Stone:

present at the workshop. This will confirm our reservations at the Prime Osborn Convention Center on Thursday, November 20, 1997, at 2:30 p.m., in Room 102, for the purpose of holding a rule accordance with the enclosed diagram by 1:00 p.m. There will be approximately 100 people development workshop in the above-referenced docket. Please arrange the room in

insurance certificates are enclosed. workshop is held and an invoice received. Copies of a room diagram, tax exempt and microphones, I podium microphone, and one mixer. Payment will follow once the As previously discussed, the rental will be \$280. Please advise the cost for four table

you have questions regarding this matter. I appreciate the opportunity to use this facility for our workshop. Please call me if

Sincerely.

Manca S. Bayo

BSB/cp Enclosure



# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

Policy Number:	GL-97-2700	General Liability Certificate of Coverage
Name Insured:	PUBLIC SERVICE COMMISSION	
	overage provided pursuant to Chapter 2 d any rules promulgated thereunder.	284, Part II, Section 768.28,
Coverage Limits:		
General Liability:		****
	each occurrence	
Inception Date:	07/01/97	
Expiration Date:	.07/01/98	
BILLA	lan	

TREASURER AND INSURANCE COMMISSIONER

D84-863 10/91 00 14 8 64/80

# STATE OF FLORIDA DEPARTMENT OF REVENUE CONSUMER'S CERTIFICATE OF EXEMPTION Issued Pursuent to Soles and Use Tax Law Chapter 212, Planida Statutes

79482

1	3.0	Chapter 232, Placida Statutes This Cartificate is Non-Transferable				
ISSUE DATE	XPIRATION DATE	CERTIFICATE MUMBER		TYPE	of Dagamiza	TION
12/16/92	2/16/97	47-04-025398-5	26.	STATE		
This is to certify that the organic tangible personal property, the Malling Address:  FLORIDA PUBLIC 101 E GAINES STALLAHASSEE	SERVICE COM	is hereby exempt from the payme of accommodations or real properties.  MISSION  650  FL 32399-0850	Location A	Address:	•	ROOM #G50 32399-04
SEE REVERSE SIDE	FOR IMPORTANT	INFORMATION.	ene Tida	ARRESTAR EXECUTIVE L. H.	BERRENE A	

### EXEMPT CODES AND ORGANIZATIONS ARE:

51. United States Government; 52.- State of Florida; 53.- Any County Unit or Agency; 54.- Any City Unit or Agency; 55.- Churches or Eligible Religious Organizations; 56.- Non-Profit Charitable Institutions; 57.- Educational Institutions Meeting Legal Requirements; 58.- Veterans' Organizations; 59.- Scientific Organizations; 60.- Youth Organizations; 61.- Federal or State Credit Unions; 62.- Homes For Aged; 63. - Nursing Homes; 64 - Hospices; 65.-Volunteer Fire Departments; 66.- State Theater Program Facilities; 67.- Other - As Defined By Statutes.

of your organization sells or is the lessor of tangible personal property, charges taxable additions all the lessor of transient rental accommodations or real property, your organization must register as a dealer business to Part I. Chapter 212, Florida Statutes, and collect and remit Sales Tax on such transactions to this Department. Churches are exempt from this requirement except when acting as the lessor of real property or transient rental accommodations 30 260 ZE:

This Certificate is issued to the above indicated organization with the understanding that it is to be used solely by the organization for transactions involving a sale or lease taxable under Part I, Chapter 212, Florida Statutes, that will be used directly in the course of its customery nonprofit activities and will not be used to the personal benefit of any individual or officer of such organization. Misuse of this certificate will result in its revocation.

## RIDA PUBLIC SERVICE COMMISSION REARING ROOM CONFIGURATION FOR RULE DEVELOPMENT MORKSHOPS - SLAWMING - DOCKET NO. 970882-TI JACKSONVILLE 11/20/97 2:30 P.M.

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NOTE: Please skirt all tables on sides facing audience and place water and glasses on the tables.

Chairs

Microphones Location at which court reporter's cassette recorder will be plugged into audio system.

Wastebasket

The standard of the standard o

### MEMORANDUM

September 29, 1997

TO:

Division of Appeals (Caldwell)

FROM:

Blanca S. Bayó, Director

Division of Records and Reporting

RE:

Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer

Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations;

Rules Incorporated.

Please be advised that the following location has been reserved for a rule development workshop to be held on <u>Thursday</u>. November 20, 1997 in <u>Jacksonville</u> at 2:30 p.m.

Room 102	
1000 Water Street	

The contact person is Ms. Sylvia Stone 904-630-4050.

This is for your information, please review the Notice of Commission Hearing for more details.

### BSB/cp

cc:

Chairman Johnson

Commissioner Deason Commissioner Garcia

Court Reporters

Communications (Moses, Cordiano)

Consumer Affairs (DeMello)

Office of Public Information (Cunningham)

Nanette Fisher

# DIRECTIONS TO PRIME OSBORN CONVENTION CENTER

ROOM 102 1000 Water Street Jacksonville, Florida

FROM I-95 (Northhound) - Follow the Riverside Avenue/Mary Street sign to the Acosta Bridge, take the Broad Street lane to the foot of the Bridge. Turn left on Bay Street and proceed to the Convention Center.

FROM I-3 (Southheund) - Take Exit #116 (Myrtle/Church/Forsyth) to Forsyth Street. Proceed to Lee Street and turn right on Lee Street to Bay Street and right on Bay to the Convention Center.

FROM I-10 (East) - Take I-10 East to I-95 North, to exit #114A (Forsyth Street), follow to Lee Street and turn right on Lee Street to Bay Street and right on Bay to the Convention Center.

FROM ARLINGTON AND THE BEACHES - Take the Matthews or Hart Bridges to the downtown area, turn left on Pearl Street and follow Pearl Street to Bay Street, turn right on Bay Street and follow Bay Street to the Convention Center.

FROM THE MAIN STREET BRIDGE - After crossing the Bridge, turn left on Bay Street and follow Bay Street to the Convention Center.



#### DIRECTIONS TO THE PRIME F. OSBORN CONVENTION CENTER

FROM I-95 (Northbound) - Follow the RIVERSIDE AVENUE/MARY STREET sign to the Acosta Bridge, take the BROAD STREET lane to the foot of the Bridge. Turn left on Bay Street and proceed to the Convention Center.

FROM I-95 (Southbound) - Take EXIT #116 (MYRTLE/CHURCH/FORSYTH) to Forsyth Street. Proceed to Lee Street and turn right on Lee Street to Bay Street and right on Bay to the Convention Center.

FROM I-10 (East) - Take I-10 East to I-95 Morth, to EXIT #114A (FORSYTH STREET), follow to Lee Street and turn right on Lee Street to Bay Street and right on Bay to the Convention Center.

FROM ARLINGTON AND THE BEACHES - Take the Matthews or Hart Bridges to the downtown area, turn left on Pearl Street and follow Pearl Street to Bay Street, turn right on Bay Street and follow Bay Street to the Convention Center.

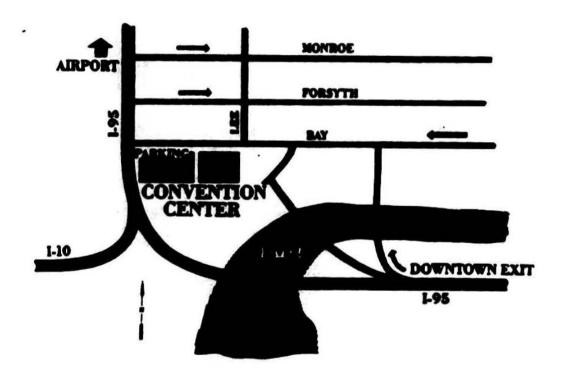
FROM THE MAIN STREET BRIDGE - After crossing the Bridge, turn left on Bay Street and follow Bay Street to the Convention Center.

PUBLIC PARKING IS LOCATED BEHIND THE BUILDING

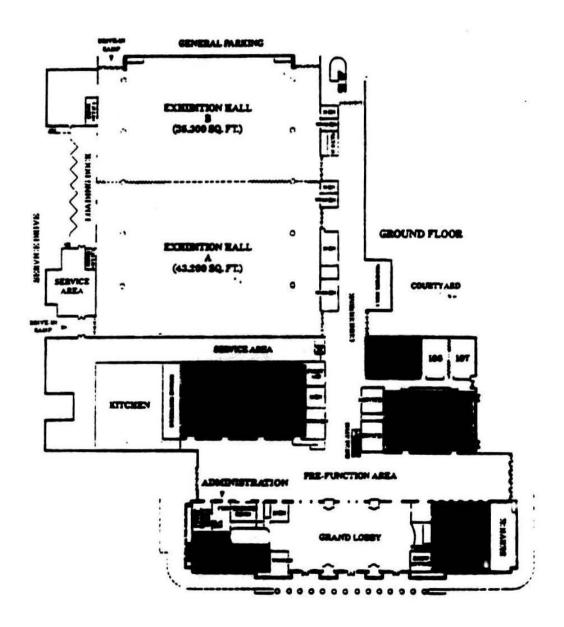
# DIRECTIONS TO JACKSONVILLE'S PRINE P. OSBORN III CONVENTION CENTER

PROM I-10 AND I-95 MEADING MORTH, TAKE THE MONROE STREET EXIT INTO DOWNTOWN. TURN RIGHT ON LEE STREET AND RIGHT ON BAY STREET. PROCEED TO THE CONVENTION CENTER PARKING LOT ON BAY STREET.

FROM 1-95 HEADING SOUTH, TAKE THE MYRTLE/FORSYTH EXIT. PROCEED TO PORSYTH STREET, TURN LEFT ON FORSYTH, RIGHT ON LEE STREET AND RIGHT ONTO BAY STREET. PROCEED TO THE CONVENTION CENTER PARKING LOT ON BAI STREET.



PRIME F. OSBORN CONVENTION CENTER JACKSONVILLE, FLORIDA



## JACKSONVILLE SPORTS, **ENTERTAINMENT & CONVENTION FACILITIES**

1000 Water Street Jacksonville, FL . 32204 (904) 630-4000 · Fox (904) 630-0232

**FACILITY** MANAGEMENT WORLDWIDE

Propes to follow: Poses to follow: Phone #: 850-413-672  Dom: Teresa white  Dom: 12resa white  Dom: 12r	
Company:  ax #: 850-413-7118 Phone #: 850-413-672  com: Teresa white  ax #: 630-4029 Phone #: 630-4014  essage: Here in your price breakdow  for your A/V reado.  1 condism/mic  4 table mics @ \$25  100.00  mixer  13"TV/VCR  8'sco em ldress kit ! O/H  50.00  ###############################	_
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#### NTINENTAL UNITED STATES



#### PECTACOR MANAGEMENT GROUP PRIME F. OSBORN III CONVENTION CENTER RECEIVED SMG EVENT # 05202

Lease Agreement

OCT 13 1997

THIS AGREEMENT, by and between	en SMG, herein called 20089.	and
		BERVICE COMMISSION
erein called Lessee, whose address is	2540 SHUMARD OAK	BLVD.
	TALLAHASSEE, PL	32399-0850
	WITHESCETH	
That in consideration of the mutual agreements a terms and conditions herein set forth, premises lob RTICLE I. Premises:	herein contained, the Lessor hereby sled in the PRIME F. OSSORN III CO	teases to Lessee, and the Lessee hereby accepts, subject to INVENTION CENTER.
xhibit Halls		
eeting Rooms 102		
obbies		
ther	28	
r a period of 1 day , commencing at 1:  the 20th day of November , 199  Said premises are to be used by Lessee for the	07 , of which period	will be used for move-in or move-out purposes.
s a period of	07 , of which period	will be used for move-in or move-out purposes.  blic Service Commission Hearing
s a period of	97 , of which period	will be used for move-in or move-out purposes. blic Service Commission Hearin
r a period of 1 day , commencing at 1:  the 20th day of <b>Howesber</b> , 199  Said premises are to be used by Lesses for the od for no other purpose whatsoever.  RTICLE II. Compensation:  consideration of the grant of the flooree by Lesses coording to the Convention Center's Me	97 , of which period	will be used for move-in or move-cut purposes. blic Service Commission Hearing
r a period of 1 day , commencing at 1:  The 20th day of Movember, 199  Said premis a are to be used by Lesses for the and for no other purpose whatsoever.  RTICLE II. Compensation:  consideration of the grant of the floance by Lesses as Exhibit "A".  A. Terms of Payment:	oole purpose of Plorida Purpose of Purpose of Plorida Purpose of Plori	will be used for move-in or move-out purposes.  blic Service Commission Hearing  mein, the Lessee agrees to pay Lessor rent to be calculate  Rate Schedule, a copy of which is attached to
r a period of	oole purpose of Plorida Purpose of A280.00 . Fin	will be used for move-in or move-cut purposes.  blic Service Commission Hearis  well, the Lessee agrees to pay Lessor rent to be calculate  Rate Schedule, a copy of which is attached to
s a period of 1 day, commencing at 1:  The 20th day of Movember, 195  Said premis a are to be used by Lessee for the difference of the dif	one of Plorida Purious of Purious	will be used for move-in or move-out purposes.  blic Service Commission Hearing  mein, the Lessee agrees to pay Lessor rent to be calculate.  Rate Schedule, a copy of which is attached to  all rentel is subject to determination, made at or before settle se not include any applicable Federal, State or City taxes  with the Lessor at the time this Agreement is executed, whice sement and which sum shall be in addition to any legal right
se a period of 1 day , commencing at 1:  In the 20th day of Movember, 199  Said premis a are to be used by Lesses for the and for no other purpose whateoever.  RTICLE II. Compensation:  Consideration of the grant of the floence by Lesses as Exhibit "A".  A. Terms of Payment:  Total estimated rental based upon minimum has nort, of actual amount of apace used in each hall and Lesses shall deposit \$ 0.00 mount shall be forfeited to the Lesses in the event of the Lesses and to any other sustes owed by Lesses.  Balance of rent and other some size herein are	one of Plorida Purious of Purious	will be used for move-in or move-out purposes.

in addition to sums hereinshove stated, any sum which may be due to the Lessor for such additional ad to or leaned by Lessor to Lessos, which are not otherwise provided for in this Agreement. If catering separate agreement with the Lessor's exclusive caterer covering such services. Lessee shall refer to the a by Lessor's caterer, which shall be in addition to any sums paid under this Agreement to Lessor.

ARTICLE III.

- a and meintain through the term of this lease, the following insurance and urithin 30 days ca for the fellering or death and property damage occurring in or upon or resulting segment claims for bodily injury or death and property damage occurring in or upon or resulting segment to difford immediate protection to the limit of not leas than \$1,000,000. Such insurance by coverage and independent contractors liability, which insures contractual liability under the
- Workers Comps Limit / \$100,000. Florida Statutory Coverage & Employer's Liability (including appropriate Federal Acts) in the Statutory
- (iii) Products Liebilly II products are dispensed or sold by the Lesses.
- (iv) Automobile Liability Lessee shall maintain with respect to each such policy or agreement evidencing such insurance such endorsements as may be reasonably required by Lessor and shall at all times deliver end maintain with Lessor a certificate with respect to each insurance in a form reasonably satisfactory to Lessor. Lessee shall obtain the written agreement on the part of each insurance company to notify Lessor at least ten (10) days prior to cancellation, or non-renewal, of any such insurance.
- (v) The General Liability Certificate must fist both Spectacor Management Group and the City of Jacksonvillu as éditional insured.

Lessee agrees to reinhurse Lesser for comprehensive general liability insurance if Lessee fails to submit adequate proof of insurance coverage as outlined above fourteen (14) days prior to event.

- ARTICLE IV. General Conditions:

  Ar All curtains, draportes, and decoration made from tentiles of combustible libers or flammans materials must be flamoproofed in a manner approved by the Jacksonville Department of Public Balaky, Pile Prevention Division.

  B. Vehicles or animals shall not be brought trib the premises without the prior consent of the Lessor.

  C. Lessor may restrict the number of persons on the premises, or any section thereof, at any one time if, in Lessor's sole discretion, such restriction is necessary.
- D. The doors, singlights, stativesys, ramps, or apprings that reflect or admit light into any space in the premises and lighting adjustments shall not be covered or obstructed by Lessor and fire Division of the City of Jacksonville. Lessos shall give reflect in the Resident overtile ashedded.
- Jecksonville. Lesses shall give notice in its fivegine if a "Madeby" event is exhaulted.

  E. Lesses or its agents shall not it any vary discount or interiors with the rights of other occupanus of the Convention Center.

  F. Lesses shall not, without the prior written consent of Lesser, put or operate any angine or motor or machinery on the demised premises, or use oils, burning fluids, gassiles, telesses, regime, prepare gas or any other type of bettled gas or engine for either mechanical or other purposes.

  G. Lesses shall not permit demised premises to be used for ledging rooms, or for any improper, immoral or objectionable purposes, and the Lessor's General Manager will title the final desistain as to what is proper, or immoral or objectionable.
- H. Lighter than air (hallum, sta.) balloons shall not be brought into the premises.

  1. Lessor reserves the right in its sole discretion to evacuate the premises during any activity in progress where it is deemed necessary for the lety of the general public.
- J. Lesses agrees that upon notification by Lesser or its representative that the condition of any part of the premises occupied by Lesses is unsatisfactory or unsate in Lesser's sole opinion, Lesses will immediately remedy such condition.

  K. Lesses agrees not to exceed the published loon limits of any floor areas and ceiling tracks.

  L. The premises shall be excepted by the Lesses "as is" and the cost of any rearragement of existing equipment, furnishing and fixtures, to the extent permitted by Lesser, shall be the responsibility of Lesses.
- M. No collections in the primises, whether for chartly or otherwise, shall be made or attempted without the prior written consent of the Lessor.

  N. Lessor agrees to supply at no additional charge, subject to availability:

  1. Standard arrangement of furnithings in each meeting room, including necessary chair and table set-up and staging used to provide reasonable head table area. If, however, meeting rooms are to be used for exhibit purposes, furnishings (including set-up charges) shall be rented to Lessoe at Lessor's standard rates. Any changes from the original set-up shall be charged to Lessoe at Lessor's standard rates.
- Use of installed public address equipment and one microphone for the exhibit half and each meeting room in which public address equipment is installed. Additional sound equipment used will be charged at prevailing rates.

#### ARTICLE V Floor Plant:

Lesses shall provide Lessor with five (5) capies of a fleer plan which shall be a part of this Agreement indicating all spaces to be used for exhibits, and all details of technical data for Event at lesset (50) days before Lesses publishes or distributes any material containing such information but in no case later than ninety (50) days paint to the event. The fleer plan shall also set forth all information pertinent to Lesses's operating policies for the event. Lessor hereby reserves the right, by written notice to the Lesses, is require Lesses to make such changes, deletions or additions in the floor plan or the operation policies described fleath as Lesser may deam reasonably necessary for the care and efficient operation of the Prime F. Coborn III Convention Center. Failure by Lesses to make any such reasonable changes, deterions, or additions requested by the Lesser within ten (10) days after receipt of notice thereof shall constitute a default entiting the Lesser to eventile those rights and remades granted by Article XXVII herein. Lesses shall also provide a dx. Set written list of requirements for all function space other than exhibit areas no later than thirty (30) days prior to the first day of occupancy.

#### ARTICLE VI Demage to Premises:

A. Lease shall not deleas, injure, marr, or in any manner deleas the premises, and shall not cause or parmit the premises to be injured, marred, defeated or demaged in any manner. Leases shall not drive or parmit to be driven any nalls, staples, hooks, tacks, acrews or similar objects to any part of the premises, and shall not sect or parmit to be excessed any decorations or achieves, including tape, which would deface the wall, cellings, foors, facilities or equipment contained within the premises. Leases shall not make or allow to be made an alteration of any kind to the premises or the equipment therein. It is apartities that the walls, floors, cellings, or other areas of the premises or factures are not to be painted by Leases or its agents or have any permanent covering applied.

Materials may be affacted in or to the premises by means of origin, ropes or ribbons, or in any other manner which will not mar, deface or damage the premises or its furnishings, and flutures, provided prior written consent of Leaser for such method of attachment is obtained.

B. Leases shall be responsible for any damage caused by Leases's use of the premises or to the floors, sloewells, cellings, facilities, and equipment on the premises and same shall be returned to Leaser in the same condition as when possession was recolved by Leases, restonable wear and tear expected. Leases shall gay to Leaser, on demand or at settlement, the cost of any repairs or replacement required to be made to the premises or of the floors, guests, or any persons admitted to the premises by the Leases. Leases agrees to pay costs of repair or replacement replacement required to Leases's event which may have occurred during the term of the Agreement in order to stare the floorsed space or other parts of the Leaser's premises when such restoration is completed.

#### ARTICLE VII. Signs:

Lessee may post signs, advertisements, show bills, posters or cards of any description only in those locations in and about the building approved in advance by Lessor and will use, post or cards the purpose for which the premises have been lessed. Tuesor may remove all such signs, advertisements, show bills, posters or cards of any description for which the Lessor has not given prior approval. No hand written signs are allowed.

#### ARTICLE VIII.

Lessee agrees to have on the premises at all time. Lessor for the regulation of traffic, maintenance of Lessee agrees to have on the premises at all times, at its own expense, an adequate number of watchmen, guards and/or policemen as required by Lessor for the regulation of traffic, maintenance of order, and protection of persons and property. Lessor and Lessee shall jointly determine the number of such personnel. It shall be the responsibility of Lessee to provide such personnel.

Lessor during installation of event will remove debris that can be handled with broom and shovel, but other debris will be removed promptly by Lessee. During the exhibition period, Lessor will supply cleaning services for the uncomputed sistes, except those areas covered by carpeting installed by Lessee. During the term of this agreement, Lessor shall steam sum supply the valuesment and tollat facilities an are designed by Lessee; however, during move-in and move-out periods, restrictions will apply to the availability of certain restrooms, which Lessor will advise Lessee of. If Lessee produces amounts of debris requiring special houselessing services, as determined solely by Lessee shell pay the published labor and equipment rates for such services. Lessee will also pay for each extra services required to surfuence said previous to Lessor at the termination of this Agreement in the same condition as existed at the commencement of such agreement, entirely wear and tear and reasonable amount of debris which can be swept up and removed excepted. Payment for such services will be made at settlement of Event.

#### ARTICLE X

A. The entrances and eiths of the Premises shall be locked or unlocked during the event as Lessee may direct, subject to regulations of federal, state and municipal authorities, to any tankel direction of police officers, and the Lesson's directions. Articles, fittings, fixtures, meterials and equipment shall be brought into and removed from the premises only at such entrances and exits and during hours and designated by Lesson. The total number and weight of vehicles which may enter the premises at any time shall be determined by Lesson. Lessee shall at all times conduct its activities with full regard to public safety.

#### ARTICLE XI. Destruction by Fire or Other Causes:

In the event that the premises feesed fersunder, or any part thereof, or adjacent premises required for access thereto should be so damaged or destroyed by fire or other cause without the fault of Lessoe as to prevent the use of the premises for the purpose and during the time specified hereunder, then this Agreement shall terminate. In such event, Lessor shall be paid for all items of expense incurred by it hereunder and any rental accrued prior to such destruction or damage, but Lessoe shall be relieved of paying rent accruing thereafter.

ARTICLE XII. Utilities:

Liseor agrees to provide normal utilizer which may be used on the premises during the event periods, including lighting, heat and air chriditoring, except when prevented by stilles, saddent or other causes beyond the researable control or prevention of Lessor and except during the repairing of equipment or apparatus which is resided to provide such service. Lessor reserves the right to control and regulate the temperature of the premises, and to operate and central the heat another air conditioning units of the premises.

Lessor shall furnish, install, and provide steatric, compressed air, water, and waste services to Lessoe. Such services shall be provided on written request from Lessoe at the then preveiling published rates for such services.

Lessor shall in no event be liable for a failure to provide such services when prevented by strikes, accidents or other causes beyond the reasonable control of Lessor's recourse for damages occasioned by water, waste, air, heating, air conditioning, or electrical equipment, under the terms of this agreement, a limited to the refunding of or cancellation of that portion of the rental payment not yet used.

ARTICLE XIII. Assignm

Lesses shall not have the right to easign this Agreement or any rights hereunder, and shall not sublet said premises, without the prior written consent of Lessor. The determination of whether to give such consent lies within the discretion of the Lessor.

ARTICLE XIV.

Lessee shall obtain and pay for any and all permits and licenses required for the uses of the premise

ARTICI E XV Taves:

Lessee shall pay all applicable Federal, State, and City taxes.

ARTICLE XVI. Governing Law:

This Agreement shall be governed by the laws of the State of Florida.

ARTICI E XVII. Copyright:

Lesses assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of sald events. Lesses agrees to indemnify and hold harmless Lessor from all damages, costs, and expenses, including but not limited to attorneys fees, in law or equity for or on account of any patented, trademarked or copyrighted materials, equipments, devices, processes or dramatic rights furnished or used by Lesses or its agents or exhibitors in connection with the Agreement, and will defend Lessor from any such suit or action, whether or not it is groundless or fraudulent.

ARTICLE XVIII. Objectional Behavior:

Lessor reserves the right, but not the obligation, through its General Manager, agents, or security personnel, to eject any objectionable person or persons from said building. Lessoe hereby walves any right and all claims for damages against Lessor for such action.

Access by La

Lessor and its officers, agents, and employees angaged in the execution and maintenance of the Prime F. Osborn III Convention Center reserve the right to enter upon and to have tree access to said primities at any and all times. No portion of the sidewalk, entries, passages, vestibules, halts, elevators or stairways or access to public utilities of the Prime F. Osborn III Convention Center shall be obstructed by Lessee or used for purposes other than ingress or e., ses from the premises. Lessee shall not permit chairs, displays, or other objects to be in or remain in any passageway and will keep said passageways clean at all times. Lessor may take such action as it deems necessary to insure compliance with this provision.

Risk of Damage by Theit or Otherwise: ARTICLE XX.

Lesses assumes all risk of damage to and less by theit or otherwise of the fedures, appliances or other properly of the Lesses or Lesses's lors, contestants and those contracting with Lesses, as well as employees thereof, and Lessor is hereby expressly released and discharged from exhibitors, contestants and thos any and all liability for any such loss

ARTICLE XXI Catering and Cons

Lessor reserves to itself end its in-house caterer all catering phrileges, including the sale of all food and beverages. All catering during events must be performed by Lessor's exclusive in-house caterer, unless there are special distany requirements for the event, such as Kosher food, in which case, at Lesser's discretion, at Lessor's request, Lessor may give its prior written approval for use of other than the Lessor's in-house caterer. Lessee is responsible for making its own arrangements with the in-house caterer.

Lessor also reserves the right to sell any concessionable merchandles, food, beverage, or service of any kind within the premises, including but not limited to novelles, souvenire, record albums, programs, and cost checking. Lessos agrees that it will not permit any concessionable items to be sold by it or its contractors without the prior written approval of the Lessor. No free samples of food or beverage will be given away or otherwise distributed without prior written approval of Lessor.

ARTICLE XXII. Television and Radio:

Lesses shall not transmit or broadcast from the premises a description of any portion of the event being held on the premises by means of radio or television broadcasting without obtaining the prior unitian permission from the General Manager of the Lessor. Lesses shall be responsible for all costs of such broadcasting and for making all necessary arrangements.

ARTICLE XXIII.

Lesses shall indemnify and hold harmless the Lessor, its officers, employees, or agents from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgements recovered from or asserted against Lessor on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Lesses or any of its agents, servents, employees, contractors, patrons, guests, licenses or or any other person entering upon the premises lessed hereunder with the express or implied invitation or permission of Lesses, or when any such injury or damage is the result, proximate or remote, of the violation by Lesses or any of its agents, servents, employees, contractors, patrons, guests, licenses or invitees of any lew, ordinance or governmental order or any land, or when any such injury or damage may in any other way arise from or out of the commons of the commons of the commissions, marked increases. of the occupancy or use by Lesses, its agents, servants, employees, contractors, patrons, guests, floances or invitees of the premises lessed hereunder. Lesses coverants and agrees that in case Lesser shall be made a party to any litigation against Lesses or in any litigation commenced by any party other than Lesse relating to the floancer to the premises lessed hereunder, then Lesses shall and will pay all crists and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Lessor by virtue of any such illigation. These tenns of indemntification and hold harmless shall be effective unless such damage or injury results from the sole negligence or willfull misconduct of Lessor.

Property:

Any property of any kind brought upon the premises by Lesses or its members or patrons shall be at the sole risk of Lesses and shall be promptly removed from the premises at the expiration of the term of this Agreement. Lessor shall have the right to remove from the building all property remaining after the date and hour specified for termination of this Agreement, at the cost, risk and expense of Lesses and to store same at Lesses's cost, risk and expense, or to charge additional rental for such a period of time after the hour specified during which any such property remains on the premises, as

Any such property left with the Lessor for any reason after the termination of this Agreement may, at the Lessor's option, be deemed to have been abandoned by the Lessoe to Lessoe, and Lessoe into the control of the

#### ARTICLE XXV Retention:

Lessee hereby authorizes Lesser to withhold from any funds which may be due Lessee such sum as may be necessary to pay Lessor for all damages for which Lessee is liable under this Agreement.

#### ARTICLE XXVI Defendt-

If default occurs on the part of the Lessee in fulfilment of any of the terms, covenants or conditions hereof, or if it the Lessee causes or permits any waste or damage to be done to the promitses, or any part thereof, or if Lessee is equidicated as bentrupt or an involuntary parties in bentruptcy is filled against it or any of its properties is eatend upon tary or execution, then the Lesser may, at its option, forthwith terminate this Lesse Agreement; in such case, the rent hereunder, whether asserting before or after such terminatin, shall constitute an atment of Lessor's damage resulting from Lessee's default, except to the extent of any rent received by Lesser from others for the same period of time less any expense to Lessor in procuring same.

ARTICLE XXVII. Compliance with Federal, State, and Leon Laws and Rules:

Lesses shall not do or suffer to be done anything on the premises during the terms of the Agreement in violation of any laws, ordinances, rules and requirements of the United States, the State of Fields, or the City of Jacksonville or any other governmental body or agency having legal jurisdiction and with any regulations or codes.

#### ARTICLE XXVIII.

This Agreement shall be binding upon the parties hereto and their successors.

#### ARTICLE XXIX.

LE XXIX. Nonecompatibility:
This Agreement is not essignable by the Lesses without the prior written concent of the Lessor.

#### Article and Section Headings:

Article and Section headings appearing hardin are inserted for convenience of reference only and shall in no way be construed to be interpretations of text.

#### ARTICLE XXXI. Non-Walver:

Failure by either party to linelet upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein or by law, the Lesses's payment for the services or any part or combination hereunder, or any purported eral modification or recision of this Agreement by an employee or agent of either party shall not release either party of any of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

Should any provision of this Agreement be determined by the Courts to be tilegal or in conflict with any law of the Sate of Florida or of the United States government, the remaining provisions shall not be impaired.

#### ARTICLE XXXIII. Non-discrimination:

Lessee agrees not to decriminate against any employee or any applicant for employment because of race, religion, sex, nellional origin, handicap or age, and further—press not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general flublic.

#### ARTICLE XXXIV. Venue:

Any sult, action, or other legal preceding enling out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Duval County, or in the courts of the United States (Middle District of Florida). The Lesses and the Lessor hereby waive any objection each may have to the laying of venue in any such courts.

#### ARTICLE XXXV. Complete Agreement:

This Agreement is intended as the exclusive statement of the Agreement between the parties. Parof or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement, and recourse shall not be had to alleged prior delays, usage of trade, course of dealing or course of performance, to explain or supplement the terms of this Agreement. This Agreement shall not be amended or modified, and no weiver of any provisions hereof shall be effective unless set forth in a written instrument duty authorized and executed with the same formality as this Agreement.

Any remedy granted in this Lesse agreement to the Lessor, shall be inclusive of all other remedies available to Lessor in law or equity, and not exclusive thereof.

#### ARTICLE XXXVI. Remedies Not Exclusive:

Reference herein to any particular ramedy shall not preclude Lessor from any other remedy it may have at law or in equity or otherwise

. Parking fee is \$3.00 per automobile per day.

IN WITNE			nt or caused it to be executed by their representative duty authorized the
		, 199	<del></del> ·
	- •		SPECTACON MANAGEMENT GROUP
	):		of Celling
WITNESS			Prime F. Oeborn III Convertion Center
			LESSOR
			m Dance S. Den 9/26/97
WITNESS			LEGGEE



September 9, 1997

Ms. Blanca Bayo
FLORIDA PUBLIC SERVICE COMMISSION
2540 Shumard ^ak Blvd.
Tallahassec, FL 32399-0850

Dear Ms. Bayo:

Enclosed are two copies of the Lease Agreement with the Prime F. Osborn III Convention Center for your event:

#### FLORIDA PUBLIC SERVICE COMMISSION HEARING November 20, 1997

Please review the Lease Agreement, sign both copies, and return both copies to:

SMG 1000 Water Street Jacksonville, FL 32204 Attn: Finance Department

We will return one signed copy of the Lease Agreement to you for your files. Please make all checks payable to Spectacor Management Group.

Please be aware that for your own safety and comfort, the Prime F. Osborn Convention Center is a non-smoking facility.

We are looking forward to hosting your event. If you have any questions or concerns, please call us at 630-4050.

Sincerely,

PRIME F. OSBORN III CONVENTION CENTER

Robert H. Coffey, QHA

Director

RHC/sbs

**Enclosures** 



# SPECTACOR MANAGEMENT GROUP PRIME F. OSBORN III CONVENTION CENTER

SMG EVENT # 05202

# Cease Agreement

That in con

tion of the mutual herein set forth,

sin contained, the Lessor hereby lesses to Lesses, and the Le in the PRIME F. OSBORN III CONVENTION CENTER.

subject to

8

#### Other Lessee shall deposit \$ 0.00 amount shall be forfeited to the Lessor in the event of any default by Lessee unof the Lessor and to any other sums owed by Lessee. Total estimated rental based upon minimum half usage is \$280.00. ment, of actual amount of space used in each half and meeting space. This set In consideration of the grant of the lic ARTICLE II and for no other purpose wha for a period of Meeting Rooms Exhibit Halle ARTICLE I. according to the Convention Center's this lease as Exhibit "A". date of invoice. Balance of rent and other sums due herein are due and psysble as follows: All charges due thirty days A. Terms of Payment: Sald premises 20th Premises: are to be used by Ler 102 day of November, 1997, of which pe day noing at 1:00 pan Ş Meeting purpose of Plorida Oth der this Agr Final rental is subject to determination, made at or before settle-setton dose not include any applicable Federal, State or City taxes. Public Service Com with the Leasor at the time this Agreement is executed, which preement and which eum shall be in addition to any legal rights day of Nov., 1997 and ending at 7:00 pm will be used for move-in or move-out purposes to pay Lessor rent to be calculated mission Hearing copy of which is attached to from

# B Additional Suma: Additional Sums to include desired changes per Article III. Insurance

Lessee shall also pay to Lessor, on demand, in addition to sums hereinabove stated, any sum which may be due to the Lessor for such additional services, accommodations, or materiate furnished to or bursed by Lessor to Lessee, which are not otherwise provided for in this Agreement. If catering services are required, Lessee shall enter into a separate agreement with the Lessor's catcheiro operary such services. Lessee shall enter into a separate agreement with the Lessor's exclusive operary covering such services. Lessee shall refer to the catcheiro place of the catchei

# ARTICLE III. Insura

Lessee shall, at its sole cost and expense, procure and melevale through the term of this lease the following insurance and within 30 days submit to Lessor evidence of Insurance for the following:

() Comprehensive General Liability - Insurance against claims for body hybry or death and properly damage occurring in or upon or resulting from the premises leased havening the mineral added immediate protection to the limit of not less than \$1,000,000. Such insurance shall include also Blanket Cunimodual Liability coverage and independent contractors liability, which insures contractual liability under the indemnification of Lesce by Lessee set forth above.

- (ii) Workers Compensation Limit / \$100,000. Florida Statutory Co erage & Employer's Liability (Including appropriate Federal Acts) in the Statutory
- (iii) Products Liability if products are dispensed or sold by the Lesses
- (iv) Automobile Liability Lesses shall maintain with respect to each such policy or agreement evidencing such insurance such endorsements as may be researcistly required by Lessor and shall state and maintain with Lessor a certificate with respect to each insurance in a form researcistly settledectly to Lessor. Lesses shall obtain the written agreement on the jist of each insurance company to notify Lessor at less ten (10) days prior to canonisation, or non-renewal, of any such insurance.
- 3 The General Liability Cert set liet both Spec ent Group and the City of Jacksonville as colditional insured

Lessee agrees to reimburse Lessor for comprehensive general liability insurance if Lessec fails to submit adequate proof of insurance coverage as outlined above fourteen (14) days prior to event.

#### ARTICLE IV. General Conditions:

- A. All curtains, draperies, and decorations made from textiles of combuetible libers or flemmable materials must be flemeproofed in a manner approved by the Jacksonville Department of Public Safety, File Prevention Division.
  - B. Vehicles or animals shall not be brought into the premises without the prior consent of the Lessor.
- C. Lessor may restrict the number of persons on the premises, or any section thereof, at any one time if, in Lessor's sole discretion, such restriction is necessary.
- D. The doors, skylights, stainways, ramps, or openings that reflect or admit light into any space in the premises and lighting adjustments shall not be covered or obstructed by Lesser and fire Division of the City of Jacksonville. Lesses shall give notice in its floorplan if a "blackout" event is scheduled.
  - E. Lessee or its agents shall not in any way obstruct or interfere with the rights of other occupants of the Convention Center.
- F. Lessee shall not, without the prior written consent of Lessor, put or operate any engine or motor or machinery on the demised premises, or use oils, burning fluids, gasoline, kerosene, napths, propane gas or any other type of bottled gas or engine for either mechanical or other purposes.
- G. Lessee shall not permit demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purposes, and the Lessor's General Manager will have the final decision as to what is proper, or immoral or objectionable.
  - H. Lighter then air (helium, etc.) belloons shall not be brought into the premises.
- Lessor reserves the right in its sole discretion to evacuate the premises during any activity in progress where it is deemed necessary for the safety of the general public.
- J. Lessee agrees that upon notification by Lesser or its representative that the condition of any part of the premises occupied by Lessee is unsatisfactory or unsafe in Lessor's sole opinion, Lessee will immediately remedy such condition.
  - K. Lessee agrees not to exceed the published loan limits of any floor areas and ceiling tracks.
- L. The premises shall be accepted by the Lesses "as is" and the cost of any rearragement of existing equipment furnishing and fixtures, to the extent permitted by Lessor, shall be the responsibility of Lessos.
  - M. No collections in the premises, whether for charity or otherwise, shall be made or attempted without the prior written consent of the Lessor
  - N. Lessor agrees to supply at no additional charge, subject to availability:
- 1. Standard arrangement of furnishings in each meeting room, including necessary chair and table set-up and staging used to provide reasonable head table area. If, however, meeting rooms are to be used for exhibit purposes, furnishings (including set-up charges) shall be rented to Lessee at Lessor's standard rates. Any changes from the original set-up shall be charged to Lessee at Lessor's standard rates.
- Use of installed public address equipment and one microphone for the exhibit half and each meeting room in which public address equipment is installed. Additional acund equipment used will be charged at prevailing rates.

#### ARTICLE V. Floor Plans:

Lesses shall provide Lessor with five (5) copies of a floor plan which shall be a part of this Agreement indicating all spaces to be used for exhibits, and all details of technical data for Event at least (30) days before Lesses publishes or distributes any material containing such information but in no case later than ninety (90) days prior to the event. The floor plan shall also set forth all information pertinent to Lesses's operating policies for the event. Lessor hereby reserves the right, by written notice to the Lesses, to require Lesses to make such changes, deletions or additions in the floor plan or the operation policies described therein as Lessor may deem resonably necessary for the care and efficient operation of the Prime F. Osborn III Convention Center. Failure by Lesses to make any such reasonable changes, deteitons, or additions requested by the Lessor within ten (10) days after receipt of notice thereof shall constitute a default entiting the Lessor to exercise those rights and remedies granted by Article XXVII herein. Lesses shall also provide a detailed written list of requirements for all function space other than exhibit areas no later than thirty (30) days prior to the first day of occupancy.

#### ARTICLE VI. Damage to Premises:

A. Lessee shall not deface, injure, mar, or in any manner deface the premises, and shall not cause or permit the premises to be injured, marred, defaced or damaged in any manner. Lessee shall not drive or permit to be driven any nells, staples, hocks, tacks, screws or similar objects into any part of the premises, and shall not erect or permit to be erected any decorations or adhesives, including tape, which would deface the wall, cellings, floors, facilities or equipment contained within the premises. Lessee shall not make or allow to be made an alteration of any kind to the premises or the equipment therein. It is specifically agrees that the walls, floors, cellings, or other areas of the premises or its furnishings or fixtures are not to be painted by Lessee or its agents or have any permanent covering applied.

by Lessee or its agents or have any permament covering applied.

Materials may be attached in or to the premises by means of cords, ropes or ribbons, or in any other manner which will not mar, deface or damage the premises or its furnishings, and flatures, provided prior written consent of Lessor for such method of attachment is obtained.

B. Lessee shall be responsible for any damage caused by Lessee's use of the premises or to the floors, slowerks, ceilings, facilities, and equipment on the premises and same shall be returned to Lessee in the same condition as when possession was received by Lessee, reasonable wear and tear expected. Lessee shall pay to Lesser, on demand or at settlement, the cost of any repairs or replacement required to be made to the premises or equipment located therein as a result of the use thereof by Lessee or its agents, employees, contractors, patrons, partons, prests, or any persons admitted to the premises by the Lessee. Lessee agrees to pay costs of repair or replacement for any and all damages related to Lessee's event which may have occurred during the term of the Agreement in order to store the licensed space or other parts of the Lesse's premises affected by the event to condition equal to that at the time this Agreement went into effect. Lessor will provide detailed billing and accounting to Lessee when such restoration is completed.

#### ARTICLE VII. Signs

Lessee may post signs, edvertisements, show bills, posters or cards of any description only in those locations in and about the building approved in advance by Lessor and will use, post or exhibit only such signs, advertisements, show bills, posters or cards as are related to the purpose for which the premises have been lessed. Lessor may remove all such signs, advertisements, show bills, posters or cards of any description for which the Lessor has not given prior approval. No hand written signs are allowed.

#### ARTICLE VIII. Socurity

Lessee agrees to have on the premises at all times, at its own expense, an adequate number of watchmen, guards and/or policemen as required by Lessor for the regulation of traffic, maintenance of order, and protection of persons and property. Lessor and Lessee shall jointly determine the number of such personnel. It shall be the responsibility of Lessee to provide such personnel.

#### ARTICLE IX. Cleaning

Lessor during installation of event will remove debris that can be handled with broom and shovel, but other debris will be removed promptly by Lessee. During the exhibition period, Lessor will supply cleaning services for the uncarpeted sides, except those areas covered by carpeting installed by Lessee. During the term of this agreement, Lessor shall clean and supply the restrooms and tollet inclition as ner designed by Lessor; however, during moveling moveling moveling special housekeeping services, as determined solely by Lessor, Lessee will advise Lessee of. If Lessee produces amounts of debris requiring special housekeeping services, as determined solely by Lessor, Lessee shall pay the published labor and equipment rates for such services. Lessee will also pay for such extra services required to surrender said premises to Lessor at the termination of this Agreement in the same condition as existed at the commencement of such agreement, ordinary were and tear and reasonable amount of debris which can be swept up and removed excepted. Payment for such services will be made at settlement of Event.

#### ARTICLE X. Entrances and Exits:

A. The entrances and exits of the Premises shall be locked or unlocked during the event as Lessee may direct, subject to regulations of federal, state and municipal authorities, to any lewful direction of police officers, and the Lessor's directions. Articles, fittings, fixtures, materials and equipment shall be brought into and removed from the premises only at such entrances and exits and during hours and designated by Lessor. The total number and weight of vehicles which may enter the premises at any time shall be determined by Lessor. Lessee shall at all times conduct its activities with full regard to public safety.

#### ARTICLE XI. Destruction by Fire or Other Causes:

In the event that the premises lessed hereunder, or any part thereof, or adjacent premises required for access thereto should be so damaged or destroyed by fire or other cause without the fault of Lessee as to prevent the use of the premises for the purpose and during the time specified hereunder, then this Agreement shall terminate. In such event, Lessor shall be paid for all items of expense incurred by it hereunder and any rental accrued prior to such destruction or damage, but Lesse shall be relieved of paying rent accruing thereafter.

#### ARTICLE XII. Utilities:

Lessor agrees to provide normal utilities which may be used on the premises during the event periods, including lighting, heat and air conditioning, except when prevented by strillas, accident or other causes beyond the research control or prevention of Lessor and except during the repairing of equipment or apparatus which is needed to provide such service. Lessor reserves the right to control and regulate the temperature of the premises, and to operate and control the heat and/or air conditioning units of the premises.

Lessor shall furnish, install, and provide electric, compressed air, water, and waste services to Lessee. Such services shall be provided on written request from Lessee at the then prevailing published rates for such services.

Lessor shall in no event be liable for a failure to provide such services when prevented by strikes, accidents or other causes beyond the reasonable control of Lessor or during the repairing of equipment or appearatus within the premises. Lessee's recourse for damages occasioned by water, waste, air, heating, air conditioning, or electrical equipment, under the terms of this agreement, is limited to the refunding of or cancellation of that portion of the rental payment not yet used.

#### ARTICLE XIII. Assignment:

Lessee shall not have the right to assign this Agreement or any rights hereunder, and shall not sublet said premises, without the prior written consent of Lessor. The determination of whether to give such consent lies within the discretion of the Lessor.

#### ARTICLE XIV. Permits:

Lessee shall obtain and pay for any and all permits and licenses required for the uses of the premises.

#### ARTICLE XV. Taxes:

Lessee shall pay all applicable Federal, State, and City taxes.

#### ARTICLE XVI. Governing Law:

This Agreement shall be governed by the laws of the State of Florida.

#### ARTICLE XVII. Copyright:

Lessee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of said events. Lessee agrees to indemnify and hold harmless Lessor from all demages, costs, and expenses, including but not limited to attorneys fees, in law or equity for or on account of any patented, trademarked or copyrighted materials, equipments, devices, processes or dramatic rights furnished or used by Lessee or its agents or exhibitors in connection with the Agreement, and will defend Lessor from any such suit or action, whether or not it is groundless or fraudulent.

#### ARTICLE XVIII. Objectional Behavior:

Lessor reserves the right, but not the obligation, through its General Manager, agents, or security personnel, to eject any objectionable person or persons from said building. Lessee hereby walves any right and all claims for damages against Lessor for such action.

#### ARTICLE XIX. Access by Lessor:

Lessor and its officers, agents, and employees engaged in the operation and maintenance of the Prime F. Osborn III Convention Center reserve the right to enter upon and to have free access to said premises at any and all times. No portion of the sidewalk, entries, passages, vestibules, halls, elevators or stainways or access to public utilities of the Prime F. Osborn III Convention Center shall be obstructed by Lessee or used for purposes other than ingress or egress from the premises. Lessee shall not permit chairs, displays, or other objects to be in or remain in any passageway and will keep said passageways clear—t all times. Lessor may take such action as it deems necessary to insure compliance with this provision.

#### ARTICLE XX. Risk of Demage by Theft or Otherwise:

Lessee assumes all risk of damage to and loss by theft or otherwise of the fixtures, appliances or other property of the Lessee or Lessee's exhibitors, contestants and those contracting with Lessee, as well as employees thereof, and Lessor is hereby expressly released and discharged from any and all liability for any such loss.

#### ARTICLE XXI. Catering and Concessions:

Lessor reserves to itself and its in-house cateror all catering privileges, including the sale of all food and beverages. All catering during events must be performed by Lessor's exclusive in-house cateror, unless there are apacial distany requirements for the event, such as Kosher k...d., in which case, at Lessor's discretion, at Lessor's request, Lessor may give its prior written approval for use of other than the Lessor's in-house cateror. Lessoe is responsible for making its own arrangements with the in-house cateror.

Lessor also reserves the right to sell any concessionable merchandles, food, beverage, or service of any kind within the premises, including but not limited to novelties, souvenirs, record albums, programs, and cost checking. Lesses agrees that it will not permit any concessionable items to be sold by it or its contractors without the prior written approval of the Lessor. No free samples of food or beverage will be given away or otherwise distributed without prior written approval of Lessor.

#### ARTICLE XXII. Television and Radio:

Lessee shall not transmit or broadcast from the premises a description of any portion of the event being held on the premises by means of radio or television broadcasting without obtaining the prior written permiseion from the General Manager of the Lessor. Lessee shall be responsible for all costs of such broadcasting and for making all necessary arrangements.

#### ARTICLE XXIII. Indemnification and Hold-Harmiess:

Lessee shall indemnify and hold harmless the Lessor, its officers, employees, or agents from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgements recovered from or asserted against Lessor on account of injury or damage to person or properly to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, whichly or in part, by an act, omission, negligence or misconduct on the part of Lessee or any of its agents, servents, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the premises lessed hereunder with the express or implied invitation or permission of Lessee, or when any such injury or damage is the result, proximate or remote, of the violation by Lessee or any of its agents, servents, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order or any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Lessee, its agents, servents, employees, contractors, patrons, guests, licensees or invitees of the premises lessed hereunder. Lessee covernants and agrees that in case Lessor shall be made a party to any litigation against Lessee or in any litigation commenced by any party other then Lessee relating to this lesse or to the premises lessed hereunder, then Lessee shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Lessor by virtue of any such litigation. These terms of indemnification and hold harmless shall be effective unless such damage or injury results from the sole negligence or willfull misconduct of Lessor.

#### ARTICLE XXIV. Property

Any property of any kind brought upon the premises by Lessee or its members or patrons shall be at the sole risk of Lessee and shall be promptly removed from the premises at the expiration of the term of this Agreement. Lessor shall have the right to remove from the building all property remaining after the date and hour specified for termination of this Agreement, at the cost, risk and expense of Lessee and to store same at Lessee's cost, risk and expense, or to charge additional rental for such a period of time after the hour specified during which any such property remains on the premises, as Lessor desires.

Any such property left with the Lessor for any reason after the termination of this Agreement may, at the Lessor's option, be deemed to have been abandoned by the Lessoe to Lessor, and Lessor may take possession therof as its own property and store same at the risk and expense of Lessoe. Lessoe hereby waives any right to claim the value of or any damage to such property and Lessor reserves this right to recover from Lessoe the cost of disposing of and/or storing same. If said property is not reclaimed by Lessoe within 30 days of date or sermination of the Agreement, then said property will be sold at public suction and the proceeds of same will be applied first to the expenses of the action, then to Lessor's expense, and finally to lessoe.

#### ARTICLE XXV. Retention:

Lassee hereby authorizes Lessor to withhold from any funds which may be due Lessee such sum as may be necessary to pay Lessor for all gamages for which Lessee is liable under this Agreement.

#### ARTICLE XXVI. Delault:

If default occurs on the part of the Lessee in fulfillment of any of the terms, coverante or conditions hereof, or if it the Lessee causes or permits any waste or demage to be done to the premises, or any part thereof, or if Lessee is adjudicated as bentrupt or an involuntary position in bankruptcy is filed against it or any of its properties is setzed upon lavy or association, then the Lessor may, at its option, forthwith terminate this Lessee Agreement; in such case, the rent hereunder, whether accruing before or after such terminatin, shall constitute an element of Lessor's demage resulting from Lessee's default, except to the extent of any rent received by Lessor from others for the same period of time less any expense to Lessor in procuring same.

#### ARTICLE XXVII. Compliance with Federal, State, and Local Laws and Rules:

Lessee shall not do or suffer to be done anything on the premises during the terms of the Agreement in violation of any lews, ordinances, rules and requirements of the United States, the State of Florida, or the City of Jacksonville or any other governmental body or agency having legal jurisdiction and with any regulations or codes.

#### ARTICLE XXVIII. Successors:

This Agreement shall be binding upon the parties hereto and their successors.

#### ARTICLE XXIX. Nonassignability:

This Agreement is not assignable by the Lessee without the prior written consent of the Lessor.

#### ARTICLE XXX. Article and Section Headings:

Article and Section headings appearing herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of text.

#### ARTICLE XXXI. Non-Walver:

Failure by either party to inelet upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein or by law, the Lesses's payment for the services or any part or combination hereunder, or any purported oral modification or recision of this Agreement by an employee or agent of either party shall not release either party of any of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

#### ARTICLE XXXII. Severability:

Should any provision of this Agreement be determined by the Courts to be flegal or in conflict with any law of the Sate of Florida or of the United States government, the remaining provisions shall not be impaired.

#### ARTICLE XXXIII. Non-discrimination:

Lessee agrees not to discriminate against any employee or any applicant for employment because of race, religion, sex, national origin, handicap or age, and further agrees not to discriminate against any person relative to admission, services or privileges offered to or enjoyed by the general public.

#### ARTICLE XXXIV. Venue:

Any suit, action, or other legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Duval County, or in the courts of the United States (Middle District of Florida). The Lessee and the Lessor hereby waive any objection each may have to the laying of venue in any such courts.

#### ARTICLE XXXV. Complete Agreement:

This Agreement is intended as the exclusive statement of the Agreement between the parties. Parol or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement, and recourse shall not be had to alleged prior delays, usage of trade, course of dealing or course of performance, to explain or supplement the terms of this Agreement. This Agreement shall not be amended or modified, and no weiver of any provisions hereof shall be effective unless set forth in a written instrument duty authorized and executed with the same formality as this Agreement.

Any remedy granted in this Lease agreement to the Leasor, shall be inclusive of all other remedies evallable to Leasor in law or equity, and not exclusive thereof.

#### ARTICLE XXXVI. Remedies Not Exclusive:

Reference herein to any particular remedy shall not preclude Lessor from any other remedy it may have at law or in equity or otherwise.

. Parking fee is \$3.00 per automobile per day.

	ties have executed this instrument or caused it to be executed by their representative duly authorized if
	SPECTACOR MANAGEMENT GROUP
WITNESS	Prime F. Oeborn III Convention Center LESSOR
	of Slame 5. Ben 5/26/97

#### State of Florida

Commissioners: JULIA L. JOHNSON, CHAIRMAN J. TERRY DEASON SUBAN F. CLARK DIANE K. KIESLING JOE GARCIA



Blanca S. Bayé, Director Division of Records and Reporting (850) 413-6771

# Public Service Commission

September 26, 1997

Ms Hazel Pines Tampa City Hall 315 E. Kennedy Blvd. Tampa, Florida 33602

RE: Docket No. 970882-T1 - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Ms. Pines:

This will confirm our reservation of the City Council Chambers on November 19, 1997, for the purpose of holding a rule development workshop in the above-referenced docket. The workshop is scheduled to begin at 6:30 p.m., however, staff will need access to the Chambers by 4:30 p.m. There will be approximately 100 people in attendance.

As previously discussed, there will be no charge for the use of this room. A copy of an insurance certificate is enclosed. My understanding is that the City will provide the security for our workshop.

I appreciate the opportunity to use this facility for our workshop. Please call me if you have questions regarding this matter.

Sincerely,

Blanca S. Bayó

BSB/cp Enclosure



# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

**Policy Number:** 

GL-97-2700

General Liability

Certificate of Coverage

Name Insured:

PUBLIC SERVICE COMMISSION

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability:

\$100,000.00 each person

\$200,000,60 each occurrence

Inception Date:

07/01/97

**Expiration Date:** 

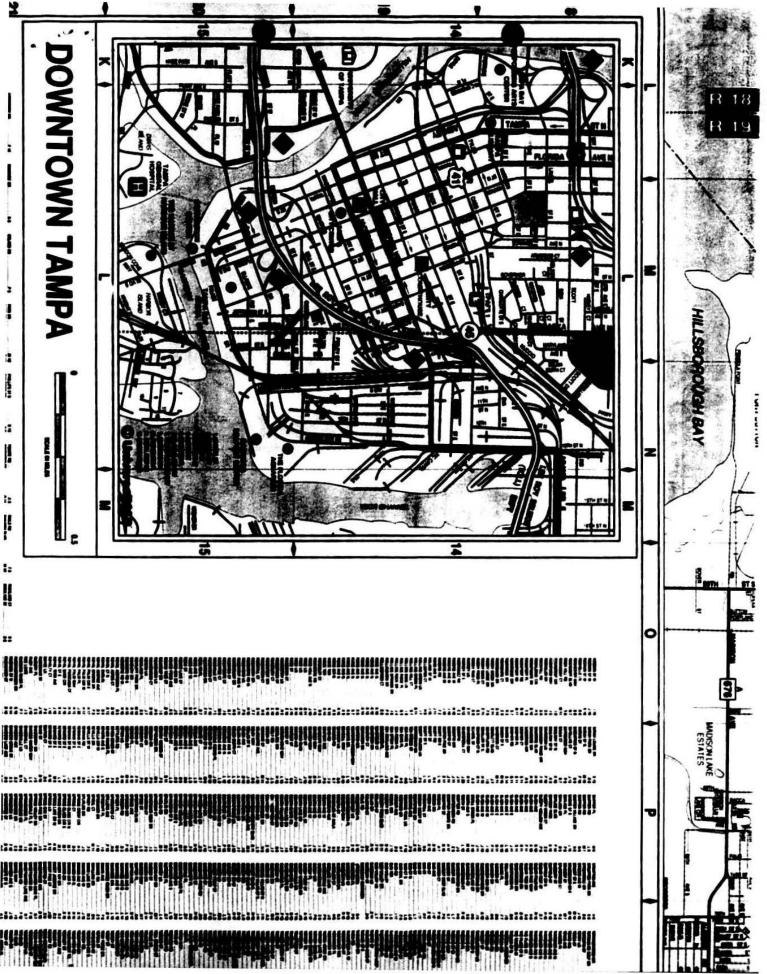
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TREASURER AND

INSURANCE COMMISSIONER

D64-863 10/91



#### MEMORANDUM

September 26, 1997

TO:

Division of Appeals (Caldwell)

FROM:

Blanca S. Bayó, Director

Division of Records and Reporting

RE:

Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer

Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations;

Rules Incorporated.

Please be advised that the following location has been reserved for a rule development workshop to be held on <u>Wednesday</u>. November 19, 1997 in <u>Tampa</u> at <u>6:30 p.m.</u>

Tampa City Hall

City Council Chembers, 3rd Floor

315 E. Kennedy Blvd.

Tampa, Florida 33602

The contact person is Ms. Hazel Pines 813-274-8131.

This is for your information, please review the Notice of Commission Hearing for more details.

#### BSB/cp

cc:

Chairman Johnson

Commissioner Deason

Commissioner Clark

Commissioner Garcia

Court Reporters

Communications (Moses, Cordiano)

Consumer Affairs (DeMello)

Office of Public Information (Cunningham)

Nanette Fisher

# DIRECTIONS TO TAMPA CITY HALL

CITY COUNCIL CHAMBERS - 3RD FLOOR 315 E. Kennedy Blvd. Ft. Lauderdale, Florida

Traveling from St. Petersburg, take I-275 North to the Ashley/Tampa/Scott exit. Follow Ashley all the way down to Jackson (a/k/a SR 60). Turn left onto Jackson. City Hall is two blocks down. There is a large clock on top of the building.

1

#### DATE: Nevember 19, 1997, 6:30 p.m. - Temps SET-UP: Three 12-foot tables in a u-shape at front of room 7 Table top microphones; 1 podium microphone and 8 Channel mixer Thesiar style seating for 100 audience facing head tables

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DATE: November 19, 1997, 6:30 p.m. - Tampa SET-UP: Three 12-foot tables in a u-shape at front of room 7 Table top microphones; 1 podium microphone and 8 Channel mixer Theater style sealing for 100 audience facing head tables

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Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEABON
SUSAN F. CLARK
DIANE K. KIEGLING
JOE GARCIA

#### State of Florida



Bloom S. Boyé, Director Division of Records and Reporting (800) 413-6770

## Public Service Commission September 22, 1997

Ms. Elaine Magers
Pensacola City Hall
180 Gc ernmental Center
Pensacola, Florida 32501

Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Ms. Magers:

This will confirm our reservation of the City Council Chambers on October 8, 1997, for the purpose of holding a rule development workshop in the above-referenced docket. The workshop is scheduled to begin at 6:30 p.m., C.S.T., however, staff will need access to the Chambers by 5:30 p.m. There will be approximately 100 people in attendance.

As previously discussed, there will be no charge for the use of this room. A copy of an insurance certificate is enclosed.

This will also confirm our request for an off-duty uniformed police officer to attend this workshop. The officer should be on duty by 5:00 p.m. Payment will follow once the workshop is held and an invoice received. A copy of our invoice is provided for your convenience.

I appreciate the opportunity to use this facility for our workshop. Please call me if you have questions regarding this matter.

Sincerely,

Blanca S. Bayó

BSB/cp Enclosure

CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD - TALLAHASHER, FL 32309-0570
An Affirmative Action/Equal Opportunity Buyloper Internet B-mail CONTACT @FSC.STATE.FL.US



# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

Policy Number:		General Liability
	GL-97-2700	Certificate of Coverage
Name Insured:	PUBLIC SERVICE COMMISSION	
	overage provided pursuant to Chapter 28 any rules promulgated thereunder.	34, Part II, Section 768.28,
Coverage Limits:		
General Liability:	\$100,000.00 each person	•••
	\$200,000.00 each occurrence	
Inception Date:	07/01/97	
Expiration Date:	07/01/98	
Killad	dan	
DWIN		

TREASURER AND

INSURANCE COMMISSIONER

#### MEMORANDUM

September 17, 1997

TO:

Division of Appeals (Caldwell)

FROM:

Blanca S. Bayó, Director

Division of Records and Reporting

RE:

Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer

Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations;

Rules Incorporated.

Please be advised that the following location has been reserved for a rule development workshop to be held on Wednesday, October 8, 1997 in Pensacola at 6:30 p.m. C.S.T.

Pensacola City Hall

City Council Chambers

180 Governmental Center

The contact person is Ms. Elaine Magers 904-435-1604.

This is for your information, please review the Notice of Commission Hearing for more details.

Pensacola, Florida 32501

#### BSB/cp

cc: Chairman Johnson

Commissioner Deason

Court Reporters

Communications (Moses, Cordiano)

Consumer Affairs (DeMello)

Office of Public Information (Cunningham)

Nanette Fisher





# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

Dal	iou	Mari	mber:
PUN	M:V	Lam	

GL-97-2700

General Liability

Certificate of Coverage

Name Insured:

PUBLIC SERVICE COMMISSION

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability:

\$100,000,00 each person

\$200,000,00 each occurrence

Inception Date:

07/01/97

Expiration Date:

07/01/98

TREASURER AND

INSURANCE COMMISSIONER

D64-863

#### TY INSURANCE RISK MANAGEMEN TRUST FUND ... FLORIDA CABU CERTIFICATE OF COVERAGE

In consideration of the provisions and attractations contained herein or added herein and for the premium charged, the Plantic Classify insurance flats Managed Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage, shall be effective on the inception date at 12:01 a.m. department than est Tout

This conflicate is comprised of the tempolog provisions and elizabeless, tempology with mark after providings and elizabeless as may be added harets by the Fund in the bases:

#### L COVERAGES

COMPANIES

General Linkilly Coverage—Bodly and Property Busines
To pay on bothel of the incered of name which the impred philipseum band
exhibited to pay as demand at his year law of property, payment had
or death counsel by the registers or strength set or attacks of any office
or starth counsel by the registers or strength set or attacks of any office
employee agent or valuable of the named leaves, as sets from any of
the formal hardens or by estimated to rule, attacks with the same
of his office or companyment, present to the providers and attacks
Chapter 204, Part II and Section 761.28, Plattic Station.

BTENDE, SETTLEMENT, SUPPLEMENTARY PAYMENTS
In respect to such coverage as is allevied by this certificite, the Fund shall,
defend any set applies the insured alleging such labor, delense,
deceas, death or destruction of property side seeking delenges on ocount thereof, even if each sell is groundless, tallin, or fractions, but
the Fund may make such immediation, regardation, and estimate of
any claim or sell as it doesn, appropriate,
pay all promisms on bands to release attachments and on appeal bands
required in any such delended sell for an amount sell in consess of the
applicable limit of liability constituted in this certificate,
pay all experient incurred by the Fund, of costs tested against the insured in any such sell, and all interest counting after eathy of judgment
until the Fund has paid, tendered, or depended in onest that get of manjudgment as does not exceed the limit of the Fund's hability decear;
pay expenses incurred by the insured for each immediate median relief
to others as shall be important at the time of the accident.

#### DEFINITION

- (C)
- (4)
- (0)
- Marrid Insured—The department or againsy named homin. Insured—State department or againsy named hardin, their officers, employees, agains or volunteers.

  Volunteer—Any person who of his own tree will, prevides greets or services to the named insured, with no mensatury or material compensation as defined in Chapter 110, Part IV, Plantin State.

  Agant—Any person not an employee, asting under the direct central and supervision of a state agency or department, for the benefit of a state agency or department.

  Automobile—A land meter vehicle, trailor, or centificative designed and formed for use on public reads (including machinery or apparatus effected thereto), but does not include makine equipment.

  Mobile Equipment—A land vehicle (including machinery or apparatus attached thereto), whether or not self-papellet; (1) not exhibite to mater vehicle registration, or (2) maintained for use embashed on province owned by or rented to the resmed insured, including the ways immediately adjoining, or (3) designed for use principally of public reads, or (4) designed or maintained for the eate purpose of alleving mathity to equipment of the tolowing space forming an integral part of or paramentity attached to such vehicle; power denses, disvelle, basion, degrar and delic; concrete misers (either than the sub-inventity approximant; air-compressors, pumps and generature, backeting application and well-corriding equipment.

- EXCLUSIONS
  This continue does not apply:
  (a) to bodly injury or property damage arising out of the ownership, maintenance, operation, use, leading or unleading et:
  (1) any automobile owned or operated by or rented or leaned to any

  - (1) any automobile operated by any parton in the course of his employment by any incured, but this excitation does not apply to the parting of an automobile on premises curred by, rented is, or controlled by the named incurred or the ways immediately adjoining. If such automobile is not curred by, rented, or bassed to any
- induces; to any cetter which may be brought against the named income any cetter which may be brought against the named income anyone who untendedly participates in fill, calculat assembly, p demonstration, may visitence, or and descharters. If the date of our of such risk, untended assembly, public demonstration, and with an civil descharters.
- or civil dischallence; to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' companyation law;

Start . In the

- to properly demage to properly consed or ecoupled by the insured; to properly demage to provides effected by the insured origing out o such provides or any part thereof; to been distinguish properly which has not been physically injure or destroyed, counting from:
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- puritive commune; extens of insurate committed in bed faith or with melaisus purpose in a meaner exhibiting wenton and within disregard of human rights, or in a m
- or in a manner additing warran and warrant and calling, or property;
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  to final judgments in which the insured has been determined to have
  to final judgments in which the insured has been determined to have to babbly consensed by the incomed under any contract or agreement to find judgments in salestimated by incomed that four determined by incomed the form intentionally; or prospective rated random quintly for injunction, destinatory, or prospective rated random against an impured by any injunction or state court, against or commission

## CONDITIONS

worth to

Promism
Promism charges shall be assessed in assertance with the provisions
of Chapter 201, Part II, Planta Statutes and any rules promulgated

- Recorder.

  Andill
  The Fund shall be permitted to countrie and each the insurer's bester and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this according, as for an they replace to the premium beaus or the eatject marker of this coverage.

  Insured's Durine in the Breast of Geouvenese, Claim or Bult

  (1) Breast of Concernesse

  Within nation containing particulars culticient to identify the insured, along with reasonably obtainable information with respect to the time, place and elementaness thereof, the names and addresses of the injured and all langum witnesses, shall immediately be given by or for the insured to the Fund.

  (2) Helice of Claim or Bult
  If datan is made by suit brought against the insured, the insured shall immediately forward to the Fund.

  (3) Helice of Claim or Bult
  If datan is made by suit brought against the insured, the insured shall immediately forward to the Fund.

  (4) Helice of Claim or Bult
  If datan is made by suit brought against the insured, the insured shall immediately forward to the Fund.

  (5) Helice of Claim or Bult
  If datan is made by the Fund, it is insured, notice, currence, or other presents reactiond by him or his representation.

  Father by the insured to action the Fund of a claim or out prior to a cultimate appropriate or the insured.

  (6) Actions and Claimstead and the fund only in insured to also and individually contained and the insured and individually contained and contained and individually contained and contained and individual contained and individu the industry passes of the comments of the com
  - taking the attendance of witnesses. The financial shall not, except at the same cost, whereastly make any payment, assume any obtains then or input any expension after then for first sid to others at the financial state.

    Action Against the Pund

    The extent shall be against the Pund unions, as a condition procedure themselves the internal shall have been in tak compliance with all of the terms of the conditions and the provisions of applicable Punds the bestore.

### MEMORANDUM

September 17, 1997

TO:

Division of Appeals (Caldwell)

FROM:

Blanca S. Bayó, Director

Division of Records and Reporting

RE:

Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer

Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection: 25-24.490, F.A.C., Customer Relations:

Rules Incorporated.

Please be advised that the following location has been reserved for a rule development workshop to be held on <u>Wednesday</u>, October 8, 1997 in <u>Pensacola</u> at <u>6:30 p.m. C.S.T.</u>

Pensacola City Hall	
City Council Chambers	
180 Governmental Center	
Pensacola, Florida 32501	

The contact person is Ms. Elaine Magers 904-435-1604.

This is for your information, please review the Notice of Commission Hearing for more details.

BSB/cp

cc: Chairman Johnson

Commissioner Deason

Court Reporters

Communications (Moses, Cordiano)

Consumer Affairs (DeMello)

Office of Public Information (Cunningham)

Midwall Was

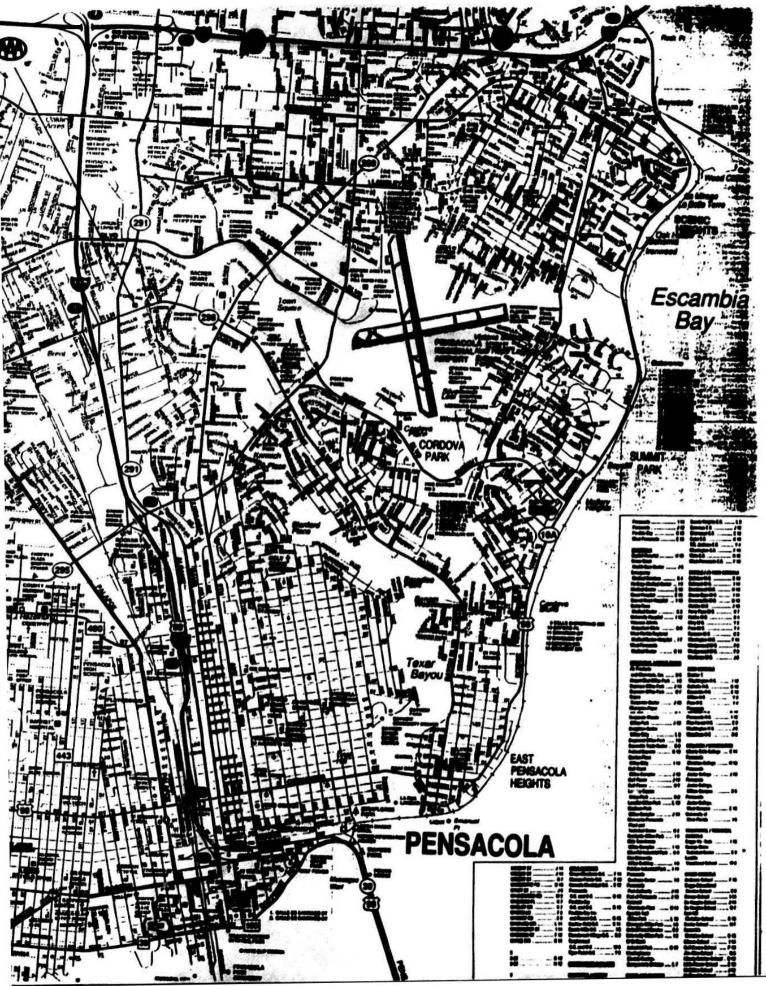
Nanette Fisher

# DIRECTIONS TO PENSACOLA CITY HALL

City Council Chambers 180 Governmental Center Pensacola, Florida

Driving from Tallahassee, take I-10 West to I-110 South. Take I-110 South to Garden St. exit. On Garden St. go West to Spring St. Continue South on Spring St. to City Hall which is on the right (7-story building) across the street from the Courthouse.

MAP ATTACHED



SUBAN F. CLARK DIANG K. KIRSEING





# ervice Commission Reprember 22, 1997

Ft. Lauderdale, Florida 33301 115 b. Andrews Avenue Broward County Governmental Center Ms. Rosalie Cobb

Rules Incorporated. F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations; Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer

Dear Ms. Cobb:

above-referenced docket. The workshop is scheduled to begin at 6:30 p.m., however, staff Center on October 23, 1997, for the purpose of holding a rule development workshop in the attendance will need to access to the room by 5:30 p.m. There will be approximately 100 people in This will confirm our reservation of Room 422 in the Broward County Governmental

an insurance certificate is enclosed. As previously discussed, there will be no charge for the use of this room. A copy of

officer will provide security for our workshop. My understanding is that the Governmental Center has 24 hour security and your

you have questions regarding this matter. I appreciate the opportunity to use this facility for our workshop. Please call me if

Blanca S. Bayó

BSB/cp Enclosure



# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

22	
P-11	mber:
POLICY	AMOUNT.

GL-97-2700

General Liability

Certificate of Coverage

Name Insured:

PUBLIC SERVICE COMMISSION

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability:

\$100,000,00 each person

\$200,000.00 each occurrence

Inception Date:

07/01/97

Expiration Date:

07/01/98

AND

TREASURER AND

INSURANCE COMMISSIONER

D64-863 10/91

JULIA L. JOHNSON, CHAIRMAN J. TERRY DEASON SUSAN F. CLARK DIANE K. KIESLING JOE GARCIA

#### State of Florida



# Bublic Service Commission

October 17, 1997

Mr. Steve Rodeberg **AVC Production Specialist** Brow ...rd County Main Library 100 South Andrews Avenue Ft. Lauderdale, Florida 33301

> Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations; Rules Incorporated. .

Dear Mr. Rodeberg:

This will confirm our reservation of the Library Auditorium in the Broward County Main Library on October 23, 1997, for the purpose of holding a rule development workshop in the above-referenced docket. The workshop is scheduled to begin at 6:30 p.m. Please arrange the room in accordance with the enclosed diagram by 5:30 p.m. There will be approximately 100 people in attendance.

As previously discussed, there will be no charge for the use of this room. A copy of an insurance certificate is enclosed.

My understanding is that there is uniformed security that will be able to provide security for our workshop. Please advise if there is any cost for this service.

I appreciate the opportunity to use this facility for our workshop. Please call me if you have questions regarding this matter.

BSB/cp

CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD - TALLAHASSEE, FL 32399-0670 a Affirmative Action/Equal Opportunity Employer Interest E-mail CONTACT @PSC.STATE.FL.US



### FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

Policy Number:

GL-97-2700

**General Liability** 

Certificate of Coverage

Name Insured:

PUBLIC SERVICE COMMISSION

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability:

\$100,000,00 each person

\$200,000.00 each occurrence

Inception Date:

07/01/97

Expiration Date:

07/01/98

TREASURER AND

INSURANCE COMMISSIONER

D64-863

#### NOURANCE MAK MANAGEMENT GENERAL LIABILITY. FLORIDA CABU TRUST FUND CERTIFICATE OF COVERAGE

consideration of the provisions and otheristans contained basels or added basels and for the provision charged, the Plants Consulty baselsoned, hereinaler referred to as the "Plant", certifies that the Diste department or agreey named in the certificate is hereby provided general fo all be effective on the integriton date at 1201 a.M. signified time.

This conflicate is comprised of the foregoing provisions and objections, together with each other provisions and objections as may be added hereto by the Fund in the future.

#### L COVERN

To pay the last of the pay of the last beauty or year or the state of the sta r cemed haven or by administrative sels, while sel office or constructure. Juriscell IV the provider or 204, Part II and Seeden 785.25, Plantin State

#### L

- DEFENCE, SETTLEMENT, SUPPLEMENTARY PARTIESTS
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  count thereof, once I such self a glossides, this, or fundame,
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  (c) pay all appears incurred by the fund, all costs toxed against the
  und in any such said, and all increas assuring after easy of judgment
  and the fund has paid, undeed, or described to easy this paid of a
  judgment as closs not consend the last of the Fund; lastify there
  (d) pay expenses incurred by the inquest for gash instruction makes or in
  to others as shall be improved at the last of the passions.

- III. DEPORTIONS

  (a) Named incured—The department or agency named herein.
  (b) Insured—State department or agency named herein, their officers, employees, agents or relations.

  (c) Voluntee—Any person who of his con tree will, provide greats or services to the named insured, with no mentarry or militarily compensation as defined in Chapter 110, Part IV, Planta States.

  (d) Agent—Any person not an employee, asking under the devel control and supervision of a state agency or department, for the baself of a data sensely or department.

  - (1) with regionalist, or (2) materials by use and by a rested to the named income, basis against a material to the samed income, basis against a material to the purpose against all the ballouing lights formation and against the same against the same couples or registalized for the early purpose of public reads, or (a couplement of the interview (ages terming as integral part of or parametry attention to early validate; power country, stands, leaders, do gen and della; concrete release (after than the attention and generators, compact, actions, and generators, compact, people and generators, including opening uniting and building classing conjugation; and geophysical exploration and understand applications and understand applications and understand applications.

# IV. EXCLUSIONS This certificate di

- conflicate does not apply:

  to bodily injury or property demand whiting out of the execution, maintenance, operation, use, baseling or unbeading oit.

  (1) any automation compiler specially or restant or beauty to any

  - (2) any other externable operated by any person in the external of the emphasism does not apply to the particular of the emphasism does not apply to the particular owned by , maked it, or constitute by the external internal or the entry terminately external or the entry terminately external or the entry terminately external by any terminately of the entry terminately o
- And the same of th
- eligation for which the improved or the Fund may be held liable to employer's liability or weekper' compensation law;

- to projectly demands to properly seen to projectly demands to provide de-ternance of cary part florest, ed or opposited ed axising out of
- h has not been alredeally injured

  - or distinguit, manaling franc.

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    (2) the failure of the named instruct's products, or work performs or on bahalf of the named instruct to most the large of performs or on bahalf of the named instruct to most the large of performs or on bahalf of the named instruct to most the large of performs.
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- to entires of insureds committed in heal faith or with medicious purpose or in a messar cathlisting worden and willful disregard of human rights.
- It is maked to the property of the found of Program, the physicists, professional modes in the first of the board; professional modes, or agents of the board; buildly related in any very with nucleor energy; buildly related in any very with nucleor energy; buildly resourced by the insured under any contract or agreement; buildly resourced by the insured has been determined to have under the board beam determined to have under the board that has been determined to have under the board that has been determined to have
- to that judgments in which the insured has been determined to remove the form intentionally; to exceed the form intentionally; to exceed the form intentionally; to exceed the injunction, decidentary, or prospective relial rendered against an insured by any federal or darks court, agency or commission.

- A President
  - Premium charges shall be assessed in accordance with the provisions of Chapter Sbi, Part II, Planta Statutes and any rules promulgated
  - - Andle
      The Fund shall be permitted to examine and audit the incurred's books
      and recercls at any time during the term of this coverage and any extenden thereof, and within three years after the find termination of this
      coverage, as far as they rejute to the premium bases or the subject matter of fide coverage.
      Incurred's Dubles in the Brent of Goouvrence, Claim or Butt
      (1) Brent of Cocurrence
      tellium notice containing particulars sufficient to identify the in-
- version notice containing particulars sufficient to identify the in-corpel, along with researchly obtainable information with respect to the time, place and observationess thereof, the respect and ad-dresses of the injuried and of income witnesses, shall immediately be given by or for the injuried to the Fund.

  If the is made by sell immediately formation to immediately formation to the Fund.

  But it immediately formation to the Fund.

  But of other process to the Fundament.
  - i brought against the Insured, the Insured of to the Fund every demand, notice, suc-a received by title or his representative, to delice the Fund of a claim or sult prior of or the insured otherwise obligating last,
  - Į. n or to b ...
  - in Improvi the Fund and, upon the Fund's pate, in the conduct of suits and an or inducestly against any per-fectly to the insured because of data consuming to different under with consuming to different under the consuming to different under to may be abled constant. The property of the constant of the ply made day payment, general man other than for that did to di el lib com cost, valu tion or least coy co tion of analysis.
  - Action Against the Fund
    He poster shall be again at the Fund unless, as a se
    dest thereth, the indirect shall have been in full as
    all of the terms of the conflictes and the provisions
    Ration Season.

Colinationers:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

#### State of Florida



Blanca S. Bayé, Director Division of Records and Reporting (050) 413-677

# Public Service Commission

October 17, 1997

Mr. Steve Rodeberg AVC Production Specialist Broward County Main Library 100 South Andrews Avenue Ft. Lauderdale, Florida 33301

RE: Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Mr. Rodeberg:

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As previously discussed, there will be no charge for the use of this room. A copy of an insurance certificate is enclosed.

My understanding is that there is uniformed security that will be able to provide security for our workshop. Please advise if there is any cost for this service.

I appreciate the opportunity to use this facility for our workshop. Please call me if you have questions regarding this matter.

Sincerely,

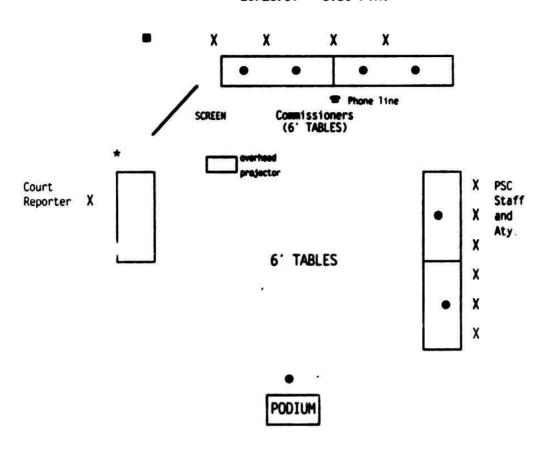
Blanca S. Bavó

BSB/cp

CAPITAL CIRCLE OFFICE CENTER - 2840 SHUMARD OAK BOULEVARD - TALLAHASSEE, FL 32399-4\*70

An Affirmative Action/Equal Opportunity Employer Internet E-medi CONTACT @PSC.STATE.FL.US

# RULE DEVELOPMENT WORKSHOP - SLAMMING - DOCKET NO. 970882-TI FT. LAUDERDALE 10/23/97 6:30 P.M.



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NOTE: Please skirt all tables on sides facing audience and place water and glasses on the tables.

# LEGEND:

- Chairs
- Microphones
- Location at which court reporter's cassette recorder will be plugged into audio system.
- Wastebasket

and the second second second



## FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

LOTICA TARINDE!	Policy	Number:
-----------------	--------	---------

GL-97-2700

General Liability

Certificate of Coverage

Name Insured:

PUBLIC SERVICE COMMISSION

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability:

\$100,000.00 each person

\$200,000,00 each occurrence

Inception Date:

07/01/97

Expiration Date:

07/01/98

Ans.

TREASURER AND

INSURANCE COMMISSIONER

D64-863 10/91

Oct 17 1997, 03:50 PM

## STATE OF FLORIDA



TO:

Mr. Steve Rodeberg

954-357-6122

**PUBLIC SERVICE COMMISSION** 

2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-0050 FROM:

Carol T. Purvis

Fax: 850-413-6731

Voice: 850-413-6730

RE:

Room reservation

Note: Included with the confirmation letter is a diagram of the room. The original letter is being mailed today.

## MEMORANDUM

September 17, 1997

TO:

Division of Appeals (Caldwell)

FROM:

Blanca S. Bayó, Director

Division of Records and Reporting

RE:

Docket No. 970682-TI - Proposed Rule 25-24.845, F.A.C., Customer

Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations;

Rules Incorporated.

Please be advised that the following location has been reserved for a rule development workshop to be held on <u>Thursday</u>, October 23, 1997 in <u>Ft. Lauderdale</u> at <u>6:30 p.m.</u>

Broward County Governmental Center	
Room 422	
115 S. Andrews Avenue	
Pt. Lauderdale, Florida 33301	

The contact person is Ms. Rosalie Cobb 954-357-7311.

This is for your information, please review the Notice of Commission Hearing for more details.

#### BSB/cp

cc:

Chairman Johnson

Commissioner Deason Commissioner Clark

Commissioner Garcia

Court Reporters

Communications (Moses, Cordiano)

Consumer Affairs (DeMello)

Office of Public Information (Cunningham)

Nanette Fisher

# DIRECTIONS TO BROWARD COUNTY GOVERNMENTAL CENTER

ROOM 422 115 S. Andrews Avenue

Pt. Lauderdale, Florida

#### TO PARKING GARAGE

From MIAMI - Take I-95 N. To Broward Blvd. exit. Turn east on Broward Blvd. and go through downtown, over the railroad tracks. Pass Andrews Avenue and take the next right onto SE 1st Avenue to the parking garage.

From FT. LAUDERDALE airport - Take US 1 N. through the tunnel. Turn left onto Broward Blvd. when you exit the tunnel. Go through 3rd Avenue and take the first left onto \$\subseteq 1\$ Ist Avenue to the parking garage.

JOHA L. JOHNSON, C. TERRY DEASON DIANE K. KIESELING



The Carte



# Bublic Gervice Commission

September 22, 1997

3974 S. kiver Drive Miami, Florida 33142 **Embassy Suites Miami International Airport** 

Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer Rules Incorporated. Interexchange Currier Selection; 25-24.490, F.A.C., Customer Relations;

Dear Ms Yepez:

of holding a rule development workshop in the above-referenced docket. Please arrange the on Thursday, October 23, 1997, at 10:00 a.m., in the Key Biscayne Room, for the purpose 100 people present at the workshop. room in accordance with the enclosed diagram by 9:00 a.m. There will be approximately This will confirm our reservations at the Embassy Suites Miami International Airport

microphones, I podium microphone, and one mixer will be \$264. Payment will follow once the workshop is held and an invoice received. Copies of a room diagram, tax exempt and insurance certificates are enclosed. As previously discussed, the rental will be \$550. In addition, the cost for seven table

I appreciate the opportunity to use this facility for our workshop. Please call me if you have questions regarding this matter.

Sincerely

Blanca S. Bayó

BSB/cp Enclosure

A STATE OF

## ORIDA PUBLIC SERVICE COMMISSION RULE DEVELOPMENT WORKSHOP - SLAWNING - DOCKET NO. 970882-TI MIAMI 10/23/97 10:00 A.M.

X X X X Commissioners (6' TABLES) **PSC** Court Staff Reporter X and Aty. X 6' TABLES X Intrepreter **PODIUM** 

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NOTE: Please skirt all tables on sides facing audience and place water and glasses on the tables.

# LEGEND:

- Chairs
- **Microphones**
- Location at which court reporter's cassette recorder will be plugged into audio system.
  Wastebasket



# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

Policy Number:		General Liability					
	GL-97-2700	Certificate of Coverage					
Name Insured:	PUBLIC SERVICE COMMISSION						
	overage provided pursuant to Chapter 2 d any rules promulgated thereunder.	284, Part II, Section 768.28,					
Coverage Limits:							
General Liability:	\$100,000.00 each person	****					
	\$200,000.00 each occurrence						
Inception Date:	07/01/97						
Expiration Date:	07/01/98						
BILLA	lan						
TREASURER AND	):						

INSURANCE COMMISSIONER

D64-863 10/91 DD 14

# STATE OF FLORIDA DEPARTMENT OF REVENUE CONSUMEN'S CERTWICATE OF EXEMPTION Issued Pursuant to Sales and Use Tex Law Chapter 212. Florida Statutos

79482

ROOM #650 32399-045

•		ood Pursuant to Sales and Use Tax Law Chapter 212, Planida Statutes This Certificate is Hon-Transferable		
	ISSUE DATE EXPINATION DATE	CERTIFICATE MUMBER	TYPE	OF ORGANIZATION
R	12/16/92 12/16/97	47-04-025398-526	STATE	
	This is to certify that the organization indicated below tangible personal property, the lease of translant rent Malling Address:	(St Strommastung or Land broken).	tion Address:	
	FLORIDA PUBLIC SERVICE COM 101 E GAINES STREET ROOM & TALLAHASSEE		LOL E GAINÉS TALLAHASSEE	STREET RO
	SEE REVERSE SIDE FOR IMPORTANT	۱ لــ ۱	EXECUTIVE	REALBREAKE

#### EXEMPT CODES AND ORGANIZATIONS ARE:

51. United States Government; 52.- State of Florida; 53.- Any County Unit or Agency; 54.- Any City Unit or Agency; 55.- Churches or Eligible Religious Organizations; 56.- Non-Profit Charitable Institutions; 57.- Educational Institutions Meeting Legal Requirements; 58.- Veterans' Organizations; 59.- Scientific Organizations; 60.- Youth Organizations; 61.- Federal or State Credit Unions; 62.- Homes For Aged; 63. - Nursing Homes; 64 - Hospices; 65.-Volunteer Fire Departments; 66.- State Theater Program Facilities; 67.- Other - As Defined By Statutes.

If your organization sells or is the lessor of tangible personal property, charges taxable jeditification and the lessor of transient rental accommodations or real property, your organization must register of interest in the lessor of taxable property and statutes, and collect and remit Sales Tax on such transactions to this Department. Churches are exempt from this requirement except when acting as the lessor of real property or transient rental accommodations 30 760 78.

This Certificate is issued to the above indicated organization with the understanding that it is to be used solely by the organization for transactions involving a sale or lesse taxable under Part I, Chapter 212, Florida Statutes, that will be used directly in the course of its customery nonprofit activities and will not be used to the personal benefit of any individual or officer of such organization. Misuse of this certificate will result in its revocation.

Embassy Suites Minnal Airport Strain Ft Strain Hans Ft Strain Hans 200000 Pm 20000-1003	BANQUET EVENT OF DER
Thursday October 23, 1997	PUBLIC
FL PUBLIC SERVICE COMMESSION	
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2540 SCHUMART OAK M.VD., TALLAMASSES, FL. 32300	
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WATER STATION IN REAR	
REGISTRATION TABLE OUTSIDE ROOM W. 2 CHARS	WATER STATION
AUDIO VISUAL: 6 TABLETOP MICROPHONE ON U SHAPE TABLE 1 PODIUM MICROPHONE IN AUDIENCE 1 MINER TO CONNECT ALL OF THE ABOVE  © \$225 + 10% LABOR	TAX EXEMPT
NAMES OF CHARGES	QUANTISI ANDREWS
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OTHER: PURCHASE ORDER	Aug Men
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Commissioners:
JULIA L. JOHNSON, CHARMAN
J. TERRY DEASON
SUBAN F. CLARK
DIANE K. KIESLING
JOE GARCIA





Blace S. Reyé, Director Biristen of Records and Reporting 600, 413-477

# Public Service Commission

September 22, 1997

Detective Frank Marion
Miami Springs Police Department
201 Westward Drive
Miami Springs, Florida 33166

RE: Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

#### Dear Detective Marion:

This will confirm our request for an off-duty uniformed police officer scheduled to attend the Commission's October 23, 1997 rule development workshop in Miami at the Embassy Suites Miami International Airport in the Key Biscayne Room, 3974 S. River Drive. The officer should be on duty by 9:00 a.m. Payment will follow once the workshop is held and an invoice is received. A copy of our invoice is provided for your convenience.

Thank you for your assistance. Please call me if you have questions regarding this matter.

Sincerely,

Blanca S. Bayó

BSB/cp

# INVOICE



October 23, 1997

MAILING ADDRESS:	
TYPE SERVICE: LOCATION:	Security for Rule Development Workshop  Embassy Suites Miami International Airport
	October 23, 1997
BEGINNING/ENDING TIMES:	
NUMBER HOURS WORKED:	(Minimum of 3 hours)
HOURLY RATE:	\$20.00
AMOUNT DUE:	Benjamin na gyen Heriotzako a

JULIA L. JOENSON, CHARMAN J. TERRY DEASON SUSAN F. CLARK DIANE K. KIESLING JOE GARCIA State of Florida



Blanca S. Boyé, Director Division of Records and Reporting (889) 413-6770

# Public Service Commission

September 22, 1997

Ms. Claudia Sans
Conference Coordinator
Professional Translating Services, Inc.
44 W. Flagler Street, Suite 540
Miami, Florida 33130

Docket No. 970882-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Ms. Sans:

This will confirm our request for a translater to attend the Commission's October 23, 1997 rule development workshop in Miami at the Embassy Suites Miami International Airport in the Key Biscayne Room, 3974 S. River Drive. The translator should be on duty by 10:00 a.m. Payment will follow once the workshop is held and an invoice is received.

Thank you for your assistance. Please call me if you have questions regarding this matter.

Sincerely.

Blanca S. Bayó

BSB/cp

professional translating services, inc. Sub 549, Carteres Tour Schang 44 West Pagin State - Hand, Paris 39130 Press (350) 371-387 Pas: (350) 371-380 371-3801

#### CONSECUTIVE INTERPRETING SERVICE AGREEMENT

Agreement entered into between PROFESSIONAL TRANSLATING SERVICES. INC. a Florida corporation located at 44 West Flagler Street, Suite 540, Miami, Florida, 33130, and FLORIDA PUBLIC SERVICE COMMISSION, located at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

- a) Professional Translating Services, Inc. agrees to provide an English/Spanish consecutive interpreter for a meeting at the Embassy Suites Hotel in Miami, Florida. The schedule for the interpretation is as follows:
  - October 23 10:00 a.m. to 12:00 p.m.
  - b) The fee for interpreting services is \$120 per hour, for a minimum of two hours, or \$240.
  - c) Any hours worked before 10:00 a.m. or after 12:00 p.m. will be charged at the rate of \$120 an hour, prorated per halves of an hour.
- II. Payment terms are by purchase order upon invoicing.
- III. In the event that FLORIDA PUBLIC SERVICE COMMISSION cancels after 48 hours prior to the meeting, FLORIDA PUBLIC SERVICE COMMISSION shall pay Professional Translating Services, Inc., 50% of the fees set forth in this contract.

members of:

- IV. This agreement shall be construed in accordance with the laws of the State of Florida and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.
- V. This agreement must be executed by both parties by September 15, 1997 in order for it to be valid.

IN WITNESS WHEREOF, the parties have executed to	his agreement as of the date first
written	
FLORIDA PUBLIC SERVICES COMMISSION	Sept. 10, 1997
FLORIDA PUBLIC SERVICES COMMISSION	DATE
Cheutia H. Sans	Sept. 10,1997

DATE

PROFESSIONAL TRANSLATING SERVICES, INC.

Sep 10 1997, 02:23 PM

## STATE OF FLORIDA



**PUBLIC SERVICE COMMISSION** 

2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-0850 TO:

Claudia Sans

305-371-8366

FROM:

Sandra P. Simmons

Fax: 850/413-7118

Voice: 850/413-6728

RE:

Contract for consecutive interpreting services

Note: Attached is the signed contract. Thanks, Claudia.

# PROFESSIONAL TRANSLATING SERVICES, INC.

44 W. FLAGLER STREET, SUITE 540 MIAMI, FL 33130 PHONE: (305) 371-7887 FAX: (305) 371-8366

#### **FAX TRANSMISSION COVER SHEET**

Dete:

September 10, 1997

To:

Sandy Simmons

Firm:

Florida Public Service Commission

Fax

904-413-7118

Soubject

Contract for consecutive interpreting services

Sender:

Claudia M. Sans

YOU SHOULD RECEIVE 3 PAGE(S), INCLUDING THIS COVER SHEET IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (305) 371-7887

Comminioners:
JULIA L. JOHNSON, CHARMAN
J. TERRY DEASON
SUBAN F. CLARK
BIANS K. KIESLING
JOE GARCIA

State of Florida



Monen S. Boyé, Director Division of Records and Reporting (800) 413-477

# Public Service Commission

September 5, 1997

Ms. Barbara Deighan
Palm Beach County Governmental Center
Jane Tho pson Memorial Chambers (6th floor)
301 N. Olive Avenue, Suite 1101
West Palm Beach, Florida 33401

Docket No. 970882-TI - Joint petition of Robert A. Butterworth, Attorney General, and the Citizens of the State of Florida, by and through the Office of Public Counsel, for initiation of formal proceedings, pursuant to Section 120.57, F.S., to investigate the practice of slamming and to determine the appropriate remedial measures.

Dear Ms. Deighan:

This will confirm our reservation of the Jane Thompson Memorial Chambers on October 24, 1997, for the purpose of holding a rule development workshop in the above-referenced docket. The hearing is scheduled to begin at 6:30 p.m. Staff will need to have access to the room at 5:30 p.m. There will be approximately 100 people present.

As previously discussed, there will be no charge for the use of this room. A copy of an insurance certificate is enclosed.

I appreciate the opportunity to use this facility for our hearing. Please call me if you have questions regarding this matter.

Sincerely,

Blanca S. Bayó

BSB/cp Enclosure

Sep 5 1997, 02:34 PM

# STATE OF FLORIDA



**PUBLIC SERVICE COMMISSION** 

2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL 32399-0050 TO:

Ms. Barbara Deighan

561-355-3982

FROM:

Carol T. Purvis

Fax: 850-413-6731

Voice: 850-413-6730

RE:

Resevation of room for PSC workshop

Note: The original is being placed in the mail today. Thank you for your assistance.

## MEMORANDUM

September 29, 1997

TO:

Division of Appeals (Caldwell)

FROM:

Blanca S. Bayó, Director

Division of Records and Reporting

RE:

Docket No. 970682-TI - Proposed Rule 25-24.845, F.A.C., Customer

Relations; Rules Incorporated, and proposed amendments to Rules 25-4.003, F.A.C., Definitions, 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection: 25-24.490, F.A.C., Customer Relations:

Rules Incorporated.

Please be advised that the following location has been reserved for a rule development workshop to be held on Friday. October 24, 1997 in West Palm Beach at 6:30 p.m.

Palm Beach County Gove	rnmental Center
Jane Thompson Memoria	Chambers (6th Floor)
301 N. Olive Avenue	
West Palm Beach, Florid	a 33401

The contact person is Ms. Barbara Deighan 561-355-4019.

This is for your information, please review the Notice of Commission Hearing for more details.

#### BSB/cp

cc:

Chairman Johnson

**Commissioner Clark** 

Commissioner Garcia

Court Reporters

Communications (Moses, Cordiano)

Consumer Affairs (DeMello)

Office of Public Information (Cunningham)

Nanette Fisher

# DIRECTIONS TO PALM BEACH COUNTY GOVERNMENTAL CENTER

JANE THOMPSON MEMORIAL CHAMBERS (6th floor)
301 N. Olive Avenue
West Palm Beach, Florida

From I-95 take Oksechobee Blvd. exit. Go east on Oksechobee Blvd. to Olive Avenue. Turn left onto Olive Avenue. Governmental Center is 2-3 miles down on the left hand side.

POST OFFICE DRAWER 1687 TALLAHASSEE, FLORIDA 32302

WIGGINS & VILLAGORTA, P.A. I VILLESMONE (880) 388-8007
ATTORNEYS AT LAW FLORIDA PUBLIFACIONILE (880) 388-8008
2145 DELTA BOULEVARD, SUITE 258VICE COMMISSION

TALLAHASSEE, FLORIDA 38803 HAY 20 AM 8 46

MAILROOM

May 19, 1998

RECEIVED

Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

970882

MAY 20 1998

FPSC - Records/Reporting

Dear Records and Reporting:

Please be advised that we have moved our offices. Our new addr\_ss is:

Wiggins & Villacorta, P.A. 2145 Delta Boulevard Suite 200 Tallahassee, Florida 32303

If you have any questions, please let me know.

Sincerely,

March Fungas

PKW:plk

Address for the server 1621.

P.O. Dresser 1621.

P.O. Dresser 1621.

Oct. Oct.

## STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHARMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

Charles Carlotte



DIVISION OF RECORDS & REFORTING BLANCA S. BAYÓ DIRECTOR (850) 413-6770

# Public Service Commission

A-C-K-N-O-W-L-E-D-G-M-E-N-T

DATE: 62/12/198

TO: Benjamin the Henrier Esquire							
FROM: Of Lebenielt, DIVISION OF RECORDS AND REPORTING							
RE: ACKNOWLEDGMENT OF RECEIPT OF CONFIDENTIAL FILING							
THIS WILL ACKNOWLEDGE RECEIPT OF A CONFIDENTIAL DOCUMENT							
FILED IN DOCKET NO. 970582 OR (IF FILED IN AN UNDOCKETED							
MATTER) CONCERNING Deviled Partnership , AND							
FILED ON BEHALF OF Sprint (GENERAL DESCRIPTION). THE							
DOCUMENT WILL BE MAINTAINED IN LOCKED STORAGE.							
ANY QUESTIONS REGARDING THIS MATTER SHOULD BE DIRECTED TO							
KAY FLYNN AT (850) 413-6744.							
PSC/RAR 19 (7/97)							



February 2, 1998

RECEIVED
FER(64) 4999118

FPSC - Records/Reporting

Division of Records & Reporting Florida Public Service Commission Capital Circle Office Center 2548 Shamard Oak Blvd. Tallahassee, FL 32399-0850

RE:

Docket #97-0882-TI

Dear Records & Reporting Representative:

OAN Services, Inc. ("OAN") wishes to be a party in interest for the above Docket. Please add OAN to the mailing list for all notices and documents relating to Docket #97-0882-T1.

OAN has the following mailing address:

OAN Services, Inc. 9255 Corbin Ave. Northridge, CA 91324

Valen Z.

ATTN.: Charles Lee, External Affairs

If you have any questions regarding this matter, you can contact me at (\$18) 678-4732. I thank you for your prompt response to this matter.

Sincerely.

Charles Lee External Affairs

logator/Galdochi.doc

added 2/4/98

#### STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS. JR. -



DIVISION OF RECORDS & REPORTING BLANCA S. BAYÓ DIRECTOR (850) 413-6770

# Public Service Commission

January 26, 1998

Mr. Charles J. Beck
Office of the Public Counsel
111 W. Madison St.
812 Claude Pepper Building
Tallahassee, Florida 32399-1400

Re: Docket No. 970022-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated; and proposed amendments to Rule 25-4.003, Definitions; 25-4.110, Customer Billing; 25-4.118, IXC Selection; and 25-24.490, Customer Relations; Rules Incorporated.

Dear Mr. Beck:

Enclosed is the subpoena duces tecum you made application for on January 23. This subpoena commands Richard Melson to appear for deposition on January 30, 1998, regarding the referenced docket, and to produce the items named in the subpoena.

Please call if I can be of further assistance in this matter.

Sincerely,

Kay Flynn, Chief Bureau of Records

Enclosure



# STATE OF FLORIDA OFFICE OF THE PUBLIC COUNSEL

c/o The Plorida Legislature 111 West Madison Street Ruom 512 Taliahassee, Florida 32386-1400 904-462-9330

#### MEMORANDUM

TO:

**Blanco Bayo** 

From:

Charles J. Beck, OPC

Michael Gross, Assistant Attorney General

Date:

January 23, 1998

Please issue subpoena duces tecum for the following person:

Richard D. Melson, Esq.

The address for the above listed persons is:

123 South Calhoun St.

P.O. Box 6526

Tallahassee, FL 32314

Place/ time & date: Office of Public Counsel

111 W Madison Street 812 Claude Pepper Blvd. Tallahassee, FL 32399-1400

9:30 a.m./January 30, 1998

Case: Docket No. 970882-TL

MEMORANDUM January 30, 1998 Page -2-

Please issue a subpoena for all documents requested in the Second Sei of Requests for Production of Documents to MCI Telecommunications Corporation by the Attorney General and the Citizens of Florida.

CJB:bsr

#### AMERICAN TELNET, INC. 855 SW 78th Avenue Plentation, FL 33324

## **FAX COVER SHEET**

RECEIVED

Date:

February 2, 1998

FEB 02 1998

No. of Pages:

1 (including cover sheet)

FPSC - Records/Reporting

Name:

Records

Company:

Florida Public Service Commission

Fax No.:

(850) 413-7118

From:

Gevin Kahn

If you have any problems with this fax transmission, please call Dianne at (954) 453-7030.

PLEASE FORMARD ANY MAILING ON DOCKET #970882-TI TO THE ABOVE REFERENCED ADDRESS.

THANK YOU.

2/2/98

The influencies contained in this transmission may be enterney privileged and confidential. It is intended only for the use of the individual or entity normal above. If the reader of this message is not the intended recipient, you are hereby notified that any discomination, distribution or copy of this communication may be strictly prohibited by low. If you have received this communication in error, please notify us immediately by telephone collect and return the original message to us at the above address via the U.S. Postal Service. We will reimbure you for postage. Thank you.

This into be sent storthe dodet file 1100000 The contone in polificing a new complaints of RAM RAM (Ille Delet fell Delet fell where the Delet fell where the Delet fell we keep the period of the part of the

## STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA



DIVISION OF RECORDS & REFORTING BLANCA S. BAYÓ DIRECTOR (\$50) 413-6770

# Public Service Commission

A-C-K-N-O-W-L-E-D-G-M-E-N-T

DATE: 01/23/78

o: a Exercit Boyd Ju
ROM: Oslanide, DIVISION OF RECORDS AND REPORTING
E: ACKNOWLEDGMENT OF RECEIPT OF CONFIDENTIAL FILING
THIS WILL ACKNOWLEDGE RECEIPT OF A CONFIDENTIAL DOCUMENT
LED IN DOCKET NO OR (IF FILED IN AN UNDOCKETED
ATTER) CONCERNING, AND
LED ON BEHALF OF Sprint (GENERAL DESCRIPTION). THE
OCUMENT WILL BE MAINTAINED IN LOCKED STORAGE.
ANY QUESTIONS REGARDING THIS MATTER SHOULD BE DIRECTED TO
AY FLYNN AT (850) 413-6744.
C/RAR 19 (7/97)





3100 Cumberland Circle Atlanta, GA 30339

January 14, 1998

#### VIA FED EX

Ms. Blanca S. Bayó Director, Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Taliahassee, FL 32399-0850

In Re: Docket No. 93000

Dear Ms. Bayó:

Everett Boyd

Parties of Records

Parties of Records

Enclosed for filing are an originial and fifteen (15) copies of the following documents:

- (a) Rebuttal Testimony of Sandee Buysse-Baker on behalf of Sprint Communications Company Limited Partnership. 00889-98
- (b) Pre-Hearing Statement of Sprint Communications Company Limited Partnership.
- (c) Entry of Appearance on behalf of Monica M. Barone. 00887-98

ACK	indicate	that the or	osing an extra copy of this transmittal letter. We ask that you please mark it to riginals were filed and return the copy to me in the enclosed self-addressed Copies have been served to the parties shown on the attached certificate of
AFA	service.	chvelope.	Copies have been served to the parties shown on the attached certificate of
APP)			
CAF	<del>_</del>	Thank you.	
CMU			Simulation
CTR			Sincerally,
EAG			1/2/1
LEG	(in the last of th		Monica M. Barone
FIN	5_		Attorney
	ммв:ч	w	

Address NARKI* SCHALMEKER  2535 LANDMARK DRIVE. SUITE 197  City/Zip CLEARNATER 34621 County PIN	Company EQUALNET CORPORATION  Attn.  Consumer's Telephone # (813) - 796 - 2261  Can Be Reached	Request No. 198229L  By JRD Time 8:40 AM Date12/19/97  To Date12/19/97  Type S Form MAIL
Account Number	Hote	Category <u>qi-07</u>
Letter referred to PSC by Attorney General file.		Infraction
		CONSUMER REQUEST
		FLORIDA PUBLIC SERVICE COMMISSION
		2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FL. 32399-4650 964-413-6100
		PLEASE RETURN THIS FORM WITH REPORT OF ACTION TO:
		Richard Durbin  DUE: / /

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA



STATE OF FLORIDA

DIVISION OF CONSUMER AFFAIR BEVIELEE DEMELLO DESCTOR (850) 413-6100 TOLL FREE 1-800-342-3552

# Bublic Service Commission

January 5, 1998

Ms. Marki Schauweker Catenac Gulfwynd, Inc. Suite #197 2535 Landmark Drive Clearwater, FL 34621

Dear Ms. Schauweker:

The Office of the Attorney General forwarded a copy of your letter to the Florida Public Service Commission (PSC) which concerns your company's experience with slamming.

As you are aware, the PSC is in the process of revising the rules concerning telephone service provider choice, in order to make it more difficult, it not impossible, for an unauthorized change to occur. The PSC held a series of ten workshops throughout the state, in which customers were invited to express their opinions about what rule changes needed to be made. Many customers shared the same concerns that you do about the guilty company receiving any revenue from a slammed account. The proposed rule would require the company to issue a full credit for any service up to 90 days and to rerate further billing up to 12 months to the rate the customer would have paid on his preferred carrier.

The proposed rule will also change the requirement that a customer must return the postcard if he doesn't want to make a change. The new rule states the customer must return the postcard if he does want to make the change.

I appreciate you taking the time to express your concerns. Your letter will be included in the correspondence side of the docket file, where will be available for review for all interested parties.

Ms. Marki Schauweker Page 2 January 5, 1998

Please let me know if you have any questions. I can be reached at 1-800-342-3552 or at DDURBIN@PSC.STATE.FL.US.

Sincerely,

Dick Durbin

Regulatory Supervisor/Consultant

**Division of Consumer Affairs** 

DD:ewe

c: Records and Reporting Docket #970882-TI

# OFFICE OF THE ATTORNEY GENERAL



# THE CAPITOL

TALLAHASSEE, FLORIDA 32399-1050

ROBERT A. BUTTERWORTH
Attorney General
State of Florida

December 5, 1997

Ms. Marki Schauweker, Accounting Manager Arthur Rutenberg Legendary Homes 2535 Landmark Drive, Suite 107 Clearwater, FL 33761

Dear Ms. Schauweker:

The Attorney General has reviewed your correspondence regarding the unauthorized switch of your long distance company, commonly known as slamming. The Attorney General and Office of Public Counsel have filed a joint petition with the Florida Public Service Commission requesting a full investigation and public hearing for the purpose of establishing more stringent regulations and tougher penalties to eliminate the practice of slamming. We are maintaining your complaint in our file and have forwarded a copy to the Office of the Public Counsel and the Consumer Affairs Division of the Public Service Commission.

Please contact me if you have any further comments or questions.

Sincerely,

Paula Wood

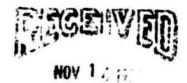
Administrative Assistant

PW/ftm

Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Office of Public Counsel 812 Pepper Building Tallahassee, Florida 32399-1400 November 14, 1997

Mr. Robert A. Butterworth Attorney General Office of the Attorney General PLO1 The Capital Tallahassee, FL 32399-1050 PAX: 850-488-6589



OFFICE OF ATIC. THY SENERAL SPECIAL PROJECT OF THIS ON

RE: Long Distance "slamming"

Dear Mr. Butterworth:

In reference to your letter pertaining to the public hearings scheduled for the unauthorised switching of long distance customers, I regret we will not be able to attend. However, we do want to log our comments and past experience.

In September 1994 Gulfwynd Construction Corp. moved from 1110 Karbadin Street, New Fost-Richey, FL to 1203 Hagen Drive, New Port Richey, FL. January 1996 Catenac Gulfwynd, Inc. purchased the assets of Gulfwynd Construction Corp. The name, Gulfwynd Construction Corp., was no long being used. The telephone number 813-372-7113 was in the name of Arthur Rutenberg Homes. AT&T was the long distance carrier. All of a sudden at the end of May or beginning of June 1995 we started receiving invoices from EQUAL WATS, AT&T Bill Manager Service. Pat Faulks, our secretary at that time, did not realize that the invoice was not an AT&T invoice. It looked exactly like AT&T's invoice and the header on the first page had AT&T in large letters. By the time accounts payable received the invoice for processing, everyone began to realize this was not an AT&T invoice. Pat called Equal Wats and they informed her that she had requested Equal Wats to take over the service. She-advised them that was not true, requested information about who, when, where this "authorisation" came from. They could never furnish us with anything other than their demands and very aggressive "we ordered it so we had to pay". Pat contacted the rep at AT&T and had the service changed beck to AT&T.

If we had authorized the change of service to another long distance carrier, don't they think we would have done the following:

1) Given them our correct name for billing

2) Given them the correct mailing address for billing

3) Known who we talked to or when we made a change from the long distance carrier we currently had

Page two RE: Slamming by Equal Wats

Equal Wats billed us under the name of the previous owners at an address that they had moved from in September 1994. Does that sound like we approved the switch? We talked to Equal Wats on numerous occasions, requesting "real" information on the change of service. No one of authority ever contacted us, only very demanding representatives. We wrote letters and never received any correspondence except past due notices and calls from representatives that never gave us any information except "that Pat authorized this change" even though she had personally told them she had not authorize any change. We did get a letter from Milliken & Michaels of Delaware, Inc. for collection. That is when we contacted the Florida Public Service Commission and your office by phone.

I do not feel that anyone who is slammed should have to pay. As long as these companies that do the slamming get paid they will continue to do it. They are very aggressive and I am sure very intimidating to a lot of people. They threaten their credit and are quite obnoxious. This whole episode made me angry that companies can "slam" anyone.

Since they were billing a company that we were not responsible for, I finally referred them to Arthur Rutenberg Homes, Inc. who had sold us the assets of that company. Apparently, they finally gave a credit per the letter we received addressed to Richard Durbin of the Public Service Commission. As to the "welcome packet" we were suppose to receive, I do not know of any packet being received. Not having seen their "welcome packet" I can not tell you if it is something that would make you know that you had to return a postcard IF you did NOT order the service. I do know that when a company has to have an invoice that looks exactly like AT&T and has AT&T in big letters on the page, it is very deceiving. I also know that we receive a lot of trash mail and often times get "invoices" from companies that hope you will pay for something that you never ordered.

I hope that "slamming" in the State of Florida is illegal, because no one should have to put up with the harassment, insults and insinuations that the one being slammed is the rip-off artist instead of the one doing the slamming.

Sincerely,

CATENAC GULFWYND, INC.

Marki Schauweker Accounting Manager

/me

#### STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA



DIVISION OF RECORDS & REFORTING BLANCA S. BAYÓ DIRECTOR (\$50) 413-6770

# Public Service Commission

970882

A-C-K-N-O-W-L-E-D-G-M-E-N-T

DATE: 13/19/1

TO: Mancy B. Thate					
FRO 1: 1 Sehmidt DIVISION OF RECORDS AND REPORTING					
RE: ACKNOWLEDGMENT OF RECEIPT OF CONFIDENT	IAL FILING				
THIS WILL ACKNOWLEDGE RECEIPT OF A CONF	IDENTIAL DOCUMENT				
FILED IN DOCKET NO OR (IF FILE)	IN AN UNDOCKETED				
MATTER) CONCERNING Similary late	, AND				
FILED ON BEHALF OF BUSINESS (GENERAL DESCRIPTION)	THE				
DOCUMENT WILL BE MAINTAINED IN LOCKED STORAG	GE.				
ANY QUESTIONS REGARDING THIS MATTER SHO	ULD BE DIRECTED TO				
KAY FLYNN AT (850) 413-6744.					
PSC/RAR 19 (7/97)					



#### STATE OF FLORIDA

OFFICE OF THE PUBLIC COUNSEL

c/o The Florida Legislature 111 West Madison Street Room 512 Tallahassee, Florida 32309-1400 904-488-9330

### RECEIVED

JAN 09 1998

FPSC - Records/Reporting

#### MEMORANDUM

TO:

Blanco Bayo

From:

Charles J. Beck, OPC

Michael Gross, Assistant Attorney General

Date:

January 9, 1998

Please issue subpoena duces tecum for the following person:

Joseph A. McGlothlin

The address for the above listed persons is:

McWhirter, Reeves, McGlothlin, Davidson, Rief & Bakas, P.A. 117 South Gadsden Street Tallahassee, FL 32301

Place/ time & date: Office of Public Counsel

111 W Madison Street 812 Claude Pepper Blvd. Tallahassee, FL 32399-1400

9:30 a.m./January 16, 1998

Case Docket No. 970882-TI ("slamming" docket)

155me 1/2/98
(by cp)

MEMORANDUM January 9, 1998 Page -2-

Please issue a subpoena for all documents requested in the First Set of Requests for Production of Documents by the Attorney Genera and the Citizens to LCI International Telecom Corp.

CJB:bsr

#### STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA



DIVISION OF RECORDS & REPORTING BLANCA S. BAYÓ DIRECTOR (850) 413-6770

#### Public Service Commission

December 18, 1997

Mr. Michael A. Gross
Office of the Attorney General
The Capitol
Tallahassee, Florida 32399-1050

Re: Docket No. 970682-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Inc. rporated, and proposed amendments to Rule 25-4.003, F.A.C., Definitions; 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Mr. Gross:

Enclosed is the subpoena duces tecum you made application for on December 17. This subpoena commands Joseph A. McGlothlin to appear for deposition on December 22, 1997, regarding the referenced docket, and to produce the items named in the subpoena attachment.

Please call if I can be of further assistance in this matter.

Sincerely,

Kay Flynn, Chief

**Bureau** of Records

**Enclosure** 



# OFFICE OF THE ATTORNEY CENERAL

#### THE CAPITOL

TALLAHASSEE, FLORIDA 32399-1050

Rogely to

Office of the Asserting County (800) 414-3300 cat. 4810, than Com 994-3300 FAX (800) 488-4699 or 414-9600 michael granding state. It so

ROBERT A. BUTTERWORTH
Attorney General
State of Florida

VIA FAX: 413-7118

December 17, 1997 .

Ms. Blanca Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Dortet No. 970882-TI-Proposed Rule 25-24.845, F.A.C., Customer Relations: Rules Incorporated, and proposed amendments to rule 25-4.003, F.A.C., Definitions; 25-4.110, F.A.C. Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Ms. Bayo:

Please issue a subpoens duces tecum for deposition in the above docket as follows:

- 1 Witness'name: Joseph A. McGlothlin, McWhiter, Reeves, McGlothlin, Davidson, Rief & Bakas, P.A., 117 South Gadsden St., Tallahassee, FL 32301.
  - 2. Date and time: December 22, 1997, at 9:30 A.M.
- Location: Office of Public Counsel; 111 W. Madison Street; Suite \$12; Tallahassee, Florida 32301.

I would appreciate your earliest response, since this matter is on a fast track.

Thank you.

Michael A Gross

**Assistant Attorney General** 

AN APPENDITURE ACTION SOUND, OPPORTUNITY SHIPLOYED

Attachment Subpoens Duces Tesum - Joseph McGlothlia December 18, 1997

Provide all memos, comespondence, or e-mail in your possession, custody, or control, between people at LCI or any affiliate, regarding elemening.

Provide such document in your possession, custody, or control showing the name, address, and telephone musher of every customer that has complained to your company of elemening or unsutherized PIC changes during the past 12 months.

Provide all letters, directives, excrespondence, and other documents in your postession, custody, or control relating to alessaning or unsetherized PIC changes, when your company has been accused of "alessaning" or unsetherized PIC changes.

Provide copies of all PSC change orders processed by your company since January 1, 1996, when the reason for the change was due to elements.

Provide all destances in your possession, oustody, or courrel relating to complaints received from the Florida Public Service Commission or its staff since James 1, 1996, regarding my complaint about slamming.

Attachment Subpoene Duces Tesum - Joseph McGlothlia December 18, 1997

Provide all memos, comespondence, or e-mail in your possession, custody, or control, between people at LCI or any affiliate, regarding elemening.

Provide such document in your possession, custody, or control showing the name, address, and telephone suggests of every customer that has complained to your company of elemening or unsutherized PIC changes during the past 12 months.

Provide all letters, directives, eccuepondence, and other documents in your postession, custody, or control relating to almosting or unsutherized PIC changes, when your company has been accused of "almosting" or unsutherized PIC changes.

Provide copies of all PIC change orders processed by your company since James y 1, 1996, when the reason for the change was due to elements.

Provide all decuments in your possession, control, or control relating to complaints received from the Plotide Public Service Commission or its staff since Jennery 1, 1996, regarding my complaint about slamming.

Nancy B. White, Esq.
BellSouth Telecommunications,
Inc.
150 S. Monroe Street
Suite 400
Tallahassee, FL 32301

Vice President & CFO
Integrated TeleServices, Inc.
7108 North Fresno Street
Fresno, CA 93720

Hubert A. Streep
Executive Vice President
The Furst Group, Inc.
459 calshade Road
Shamong NJ 08088

Michael L. Glaser
Canora T. Dodd
Haligman and Lottner, P.C.
First Interstate Tower North
633 Seventeenth Street
Suite 2700
Denver, CO 80202

Kimberly Caswell, Esq. GTE Florida Incorporated One Tampa City Center P. O. Box 110, MC 7 Tampa, FL 33601

Home Owners Long Distance Inc. P. O. Box 690670 San Antonio, TX 78269

Michelle Post, Vice President Network Utilization Services 6080 Huntwick Terrace Suite 308 Delray Beach, FL 33484-1843 Martin West
Intercontinental Communications
Group Inc.
1801 South Federal Highway
Suite 305
Delray Beach, FL 33483-3334

Patrick K. Wiggins
Wiggins & Villacorta, P.A.
501 E. Tennessee Street
Suite B
P.O. Drawer 1657
Tallahassee, FL 32302

Suzanne F. Summerlin 1311-B Paul Russell Rd. Suite 201 Tallahassee, FL 32301

Greg L. Friksen Levine & Briksen 2560 N. Santiago Blvd. Orange, CA 92667

Jim Butler
Excell Velecommunications,
Inc.
Lock Box #6
8750 North Central Expressway
Dallas, TX 75231

Ky E. B. Kirby
Warren A. Fitch
Don W. Blevins
Swindler & Blevins
3000 K Street, N.W.
Washington, D.C. 20007

Russ Holder

Olscount Network Services,

Ind. - A Telecom Compliance
Services, Inc.

6465 L. Johns Crossing
Suite 285
Duluth, GA 30155

13gg

Henry Rodriquez, President
LDC Telecommunications, Inc.
391 Roberts Road
Suite 4
Oldsmar, FL 34677-4918

Everett Boyd, Esq. Ervin Varn, Jacobs & Ervin 305 Southern Gadsden Street Tallahassee, FL 32301

Benjamin Fincher, Esq. 100 Cymberland Circle Atlanta, (A 30339

Drew Kenna
Vice Rresident
Minimum Rate Pricing, Inc.
P. O. Bo: 8000
Bloomfield, NJ 07003

Joseph A. McClothlin
McWhirter, Reeves, McGlothlin,
Davidson Rief & Bakas, P.A.
117 S. Gadaden Street
Tallahassee, FL 32301

J. Clay Garey
All American Telephone
9001 Airport Freeway
Suite 5 0
North Richland Hills,
TEXAS (6180-7773

Richard D. Melson, Esq. 213 South Calhoun Street P. O. Box 6526 Tallahassee, FL 32314

Marsha Rule
Tracy Match
AT&T communications of the
Southern States, Inc.
101 N. Monroe
Suite 700
Tallahassee, FL 32301

The second second

Michael A. Gross
Assistant Attorney General
Dept. of Legal Affairs
PL-02, The Capitol
Tallahassee, FL 32399-1050

Charles J. Beck
Deputy Public Counsel
Office of Public Counsel
c/o The Florida Legislature
111 West Madison Street
Room 812
Tallahassee, FL 32399-1400

Ms. Pamela Milton
Regulatory Counsel
LCI International Telecom Corp.
8180 Greensboro Drive
Suite 800
McLean, VA 22102

Michael J. Shortley, III Gordon Grems Frontier Communications Services 180 South Clinton Avenue Rochester, NY 14646-0500

J. Jeffrey Whalen, Esq. Ausley & McMullen 227 South Clhoun Street P. O. Box 391 Tallahassee, FL 32302

Thomas K. Bond
MCI Telecommunications Corp.
780 Johnson Ferry Road
Suite 100
Atlanta, GA 30342

Charles Rehwinkel Sprint/United Florida Sprint/Centel Florida P. O. Box 2214 Tallahassee, FL 32316 Jeffrey J. Walker
Andrew K. Kang
Preferred Carrier Services,
Inc.
500 Grapevine Highway
Suite 300
Hurst, TX 76054-2707

Robert Taylor 600 defferson Suite 500 Housen, TX 77002

Wagner.

970882.svc

UTILITY NAME & DOCKET NO.: Slamming 197082-TI DATE: November 19,1997

HEARING LOCATION: St. Peters burg - The Heritage Holiday Attending CAF STAFF: Dick Durbin Carmen Peris

NAME BUSINESS NAME ADDRESS CITY, STATE, ZIP PHONE JOHN Ettis  1560 GULF BIUD #701  CLEMENARY 7133767 8B  CHARLEY GASPARD SHIRIEY M, I.C. 2570-46-TENFU  St. Pets, FL33714 813-52  Fin Way & CUTIT 1200 Peachtree St. NE Other 126A HOHSIC	-517-714
EXPRIENCEMENTARION M. I.C. 2570-46-TENEW ST. PSt. FL33714 813.52	
Ledo Arantling 1200 Per alotre St 118	2-3577
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Sin Way & CUTIT 1200 HEACHTY REST. NE OCHONTE GA HOHBIC	
	USIA
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	13-273/
MIKE SCOBIL GTE 201 N FRWKUN TPA FR 813 4	195 2530
Of day John Common to 4322 22 and Anen 57 Pete 327	7898
attilio Perani - 435-167-1 AVE SE 20 LARGO FL 9/15842	210
Towarden LDC 538-55 Aven St. Rite 3508 523	(200E
EVAN Adays 10026 yould che Transmu I/ 4/33 706 813.	3603009
Ray Waters BCI 600 Jallargan Ste 500 Howston Tx 77002 m 659-	5700
Carol Kulnow LCI 8180 Grandon D. Site 80 Melan, VA 22102 703-	714-1189
Tim Peyror MCI 4890 " KNAPI OND FAME TAMPS (813)211	
DAND THE FRANKU MCI " " " "	"

UTILITY NAME & DOCKET	NO. Slamming - DN	970882-TI	DATE: 11/19/97	
HEARING LOCATION:	St. Petersburg - The	Heritige Holiday Inn	ATTENDING CAF STAFF:	Pick Durbin
	0	$\mathcal{J}$		Carmon Hena

NAME	BUCINESS NAME	ADDRESS	CITY STATE TIP	DUCATE
NAME	BUSINESS NAME	ADDRESS	CITY, STATE, ZIP	PHONE
1 etrorat riglion	ERA CAMBE Days	3165 memulien Book He by Clearwork	Clearunger 71	8B 791-8100
TO A. CVEXCLEY	L	860-72 nd Ave. 10.	ST. PETE, FL. 33000	813-5a6-333)
Mulie K. Viel		3901 28th Av. M.	St. Pete	813571 1151
Gen Laner		5661 97 Way N	St Pete	113-397-1072
Aving Lasner		5261 97 WAY N	St RHE	397-1072
Al Thedlerge	GTE	201 N. FRANKLIN ST	TAMPA	815-483-254)
Horry Hurs	ī	5956-30 ave N	St Blibug	8/3-345-1210
Marmontsn	id	10864,101 are M. pc.	LANGO	P13392)8
BernBurett		4747 N. Ru33	LAKELAND	941-687-9040
1-12-11-11-11-11-11-11-11-11-11-11-11-11				

HEARING LOCATION: Tampa - Tampa City Hall ATTENDING CAF STAFF: Dick Durbin Corner Pena

NAME	BUSINESS NAME	ADDRESS	CITY, STATE, ZIP	PHONE
JEANNE DAT	ES	1841 CANDLESTICKAT. LUTZ. FL 33549		949.2032
Ray Waters	BCI	(180 Jel-Harson Ste 500	Houston Tx 77002	713 659-8700
CARMEN NUNEZ		410W CASS ST	TAMPA 33609	289-0769
FERNANDO NUNEZ		4812 SIEKLA MADRE OR	TPM/A 3363K	885-2858
DEB KAMPUT	5TE	TCC		483-253/
Eric Edynaph	Į1	766	(	483-2618
Cee Stevan	GTE	610 Zack St	Tampa 33602	483-5731
TERRY LAMER	MCI	180 July Foxes RS	ATLANTA GA	80365-5T69
Une GUATE	Nore	706 CANBOSE DE	Bearen, El 3550	813) L54-70
LARRY STRICKLER	BELL SOUTH	500 N. Grange Ave, Rm 108 Orlando 32801		407 237 3325
Ken Pope		clearmater for 33765		E13 717-0143
Sheila Bang		3420 Blow: - Och Valor	Valrico	689-0948
Harra Timente	•	TAMPA. 37625	TAMIN 33625	24 1154
Luc Voly		12208 Arbor Hollow Dr. Odessa, Pl. 33550	(Sr	3/1260273
MARY KEITH		3104 E. Annie 54. Tumpa FL 33612		813 935-4115

UTILITY NAME & DOCKET NO .: Slamming - DN 970882-T7	DATE: 11/19/97
- F 101 W	ATTENDING CAF STAFF: Dick Durbin  Carmen Pene

NAME	BUSINESS NAME	ADDRESS	CITY, STATE, ZIP	PHONE
CAROL KUHNOW	LCI	8180 Greenbord Dr.	neclean VA	703-714-118
De Marke	TAN Markelowy	4026 HENDERSONBlup 8010 Chaney Ln	TAMPA, FT 38629	813-289-44
Ahmad Enhid	,	8010 chaney Ln	Tanpa, FL	813/984-16
an wester	Robinson	·	•	
	Concrete			
Paul Nesbirt	ATET	201 E. Kennely	Vanya Th	813209-111
Chris Fland	Ser Ton Lee	1.0.8 m 2243 Branken Fle.	Brandon Fl.	P13 744 868
		p 4		
		12		
		! !		

HEARING LOCATION: Prime Obborn Convention Center 2:30
ATTENDING CAF STAFF: Dick Durbin

NAME	BUSINESS NAME	ADDRESS	CITY, STATE, ZIP	PHONE
Sames Lane	RABBITE R'US	RT1 BOX3819	Chan St MARY	904275.238
Muto Son	RET	3494 SANDBURG RO		914 743 1368
Nony Desir	REMERLEL	2300 Buttonwood DA	Jax FL	904721258
72. W. 13 company	all	1665 SALEHRESON CHE W	JAX PL BEEN	(904) 778.7192
JERRY CAMERON	SERASTITAN HARRA MA	CUP 95 5. PONCE de LEUN BUD	STAUD. FL 32096	94 925 4666
ROBY DOT HILL	4	2H2 JANNES RD	JAX FL 32210	(904)
TRUDY A HILL		SE MAYLE ST 4907	ATL. GA SORIA	(404) 577-4675
Linway	ani	1200 Reachtru St. NE	atc, 6A 30309	4048104134
Ray Waters	BCI	600 Jefferson Ste 500	Howston, Tr. 77002	713-659-8700
Linoa BEASIE	3	301 W Bray	JAX	904-350-7218
Judy Meeker	BST	301 W Bay	JAK	904-350-3877
Debi Dixon	Mac Papers	3300 Philips Howy	JAX	904-348-3300
Jeff Ashcraft	)(	` ((	ll	4
David Albert		8496 Branchwater Dr	11 32244	904-771-2267
Adriance Buck	Water Water College Co	1037 Palm Sely De S	ATL BA	244/68

UTILITY NAME & DOCKET NO. Slamming	DN -970882-7I	DATE: _	11/20/2	7
HEARING LOCATION: Prime Osburn Co	nvention Ctr. 2:30		NG CAF STAF	Thebrucounp

NAME	BUSINESS NAME	ADDRESS	CITY, STATE, ZIP	PHONE
VUKIL EVERT	BST	12CCI Bell Town	JKUL	300-8143
Garlo Phillers	PST	1470 Blood PO	DOX.	30-nac
Hade Lichard	BST	12CCl 301 May et	Pay	3505196
Deboral Phylice	CSR	6460 Borully DV	JKVL	171 1800
B Fired w	Therupia			
TERRY LAWIPL	MCI	7.00 Johnson Folly 60	ARATA	60365509
1138851	હ્યું	535 SHEITEN COVE	05. Fr	264-134
4				
*				

UTILITY NAME & DOCKET NO.	Slamming - D	N 9 70882-TI	ATTENDING CAF STAFF:	lick Druton
HEARING LOCATION: LITTLE				
NAME/	<b>BUSINESS NAME</b>	ADDRESS	CITY, STATE, ZIP	PHONE
Tim Tuo	У.	22/3 be/Be/	¥. E	
Margaret Brown	TOTAL BACKBA	2213 Birch Bank	ark Dr. 322	6 1976
J				
N <sub>a</sub>				
-				

UTILITY NAME & DOCKET NO .: Slamming DN -970882-TI	DATE: 11/20/97
HEARING LOCATION: Prime Osborn Convention Center 6:30	ATTENDING CAF STAFF: Dick Durbin

NAI	ME	BUSINESS NAME	ADDRESS	CITY, STATE, ZIP	PHONE
RUESTO	SAPIN	usps	2538 OAKVRW DR	37246 FL	645-0870
Lizwo		WIT	1200 Acachtree St NE	COTE GA 303091	4548104130
					3.

Printed by Don Strickland 11/14/97 8:01am
From: Robby Cunningham To: Bev DeMello Subject: fwd: Before I Forget
===NOTE=======11/06/97=11:05am====================================
I am wondering what the best method would be to do this. Should we simply ask R&R to put them on the mailing list for when it goes?
Please let me know how you would like to handle. Thanks
Fwd=by:=Bev=DeMello===11/11/97=11:39am====================================
Check with Kay Flynn to see if this is okay. Fwd=by:=Robby=Cunning=11/12/97==7:28am====================================
Kay how do you think we should approach this? Is there a simple method already in place?
Fwd-by:=Kay=Flynn=====11/12/97==8:32am====================================
Yes! We need a written request for placement on the docket mailing list. An e-mail from you to Don Strickland (please cc: me on the first one) will suffice. Identify the docket number, give complete name and mailing address of interested person(s), and ask that they be placed on the mailing list. You can make the request early in the life of the docket, which means the interested person will get all orders and notices as well as the final order, or you can wait until the final order is due to be issued, and they will receive only the final order. Kay
Fwd=by:=Robby=Cunning=11/13/97==4:30pm====================================
Thanks, Kay and FYI, all.
Don my first official request is:
Ms. Brook Aulvin c/o WINZ Radio 194 NW 187 Street Miami, FL 33169
She would like a copy of the final rule on slamming when it is out. (I suppose all interim documents will be forwarded to her, as well, which is fine.)
This is from the slamming workshops (970,82).
Thank you.
Fwd-by:-Don-Stricklan

Page: 1

- Carlo Bar



# RECEIVED

1

NOV 18 1997

Mary J Koch "Slamming" November 4, 1997FPSC - Records/Reporting

As far as providing suggestions for new rules to prevent such actions in the future, I have very few to offer. My first and foremost choice would be HONESTY from the telemarketer. I recently received a call from Sprint offering to combine my local and long distance bills on one statement. By doing so, I would then need one check instead of two to pay for my monthly phone bill. When I asked if AT&T would still remain as my long distance carrier, the woman simply and honestly stated "No". But, had I not gone through the original problem, I would not have known to ask that question.

My second suggestion would be that all salespersons marketing by phone be required to state up front, "This is a sales call concerning your telephone accounts". At least this would give the person they called an opportunity to decide whether to listen to their offer or refuse it.

My third suggestion would be to help <u>EDUCATE</u> those people who are often the most victimized by these situations. An article in the Charlotte Sun Herald told of an automobile being raffled off at a carnival in Englewood. Problems surfaced when people signing up for a chance later found out their signatures were also authorizing a change of long distance phone carriers. The statement regarding this part of the offer was in fine print. This information should have been in bold letters before the offer of the vehicle.

My fourth and final suggestion would be to make the complaint process simpler and the penalties more severe. In my business, the State of Florida requires we register with the Florida Department of Agriculture and Consumer Services. They provide a

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large flyer with an 800 number for consumers to call if they have questions or unresolved problems regarding service work. I have this flyer posted on the wall directly across and at eye level where each customer comes in to pay their bill. I always point it out to them and inform them of their rights. Perhaps a number where people can call to register complaints or obtain information regarding similar types of practices would be simpler and less frustrating than the process I went through to find out where to make my complaint.

Please bear in mind that just as locks are made to keep honest people out--rules, regulations, ordinances, and laws are made and followed by honest citizens. There are those who ignore the aw because they are ignorant of it, and there are those who flagrantly disobey the law because the penalty for doing so is nothing more than a slap on the wrist or a shaking finger in their face scolding them for being naughty. And it is a rare thing when fines imposed match the monies reaped by those disobeying the law.

I know of many retired and elderly people who would not have the patience or tenacity that are required to win out in a situation such as this. I was a lucky one. Most people believe they wouldn't stand a chance of winning, or else feel it's not worth the effort. They don't understand how many millions of dollars can be bilked from the public by these type of scams. Nor do they believe that one single complaint can make a difference. It's only when each single complaint is combined with another and another before someone takes notice and holds hearings such as these proceedings in an effort to help stop the poor practices of unscrupulous businesses and dishonest people.

#### STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA



DIVISION OF RECORDS & REPORTING BLANCA S. BAYÓ DIRECTOR (850) 413-6770

# Public Service Commission

November 12, 1997

Mr. Charles J. Beck
Office of Public Counsel
111 W. Madison St.
812 Claude Pepper Bldg.
Tallahassee, Florida 32399-1400

Re: Docket No. 170012-17 - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rule 25-4.003, F.A.C., Definitions; 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Mr. Beck:

Enclosed is the subpoena duces tecum that you made application for on November 10. This subpoena commands C. Everett Boyd, Jr. to appear for deposition on November 17, 1997, regarding the referenced docket, and to produce the items named in the subpoena attachment.

Please call if I can be of further assistance in this matter.

Sincerely,

Kay Flynn, Chief

**Bureau of Records** 

Enclosure

A STATE OF THE RESERVE



# STATE OF FLORIDA OFFICE OF THE PUBLIC COUNSEL

c/o The Florida Legislature 111 West Madison St. Room 812 Tallahassee, Florida 32399-1400 850-488-9330

MEMORANDUM

RECEIVED

NOV 10 1997

FPSC - Records TO

TO:

Blanco Bayo

From:

Charles J. Beck OPC

Date:

November 10, 1997

Please issue subpoena duces tecum for the following person:

C. Everett Boyd, Jr.

The address for the above listed persons is:

Ervin, Varn, Jacobs & Ervin 305 S Gadsden St. Post Office Drawer 1170 Tallahassee, FL 32302

Place/ time & date: Office of Public Counsel

111 W Madison Street 812 Claude Pepper Blvd. Tallahassee, FL 32399-1400

9:30 a.m./November 17, 1997

Case: Docket No. 970882-TI ("slamming" docket)

MEMORANDUM November 10, 1997 Page -2-

Please issue subpoena for the following:

Provide each document in your possession, custody or control showing the name, address and telephone number of every customer that has complained to your company of slamming or unauthorized PIC changes during the past 12 months.

Provide letters, directives, correspondence, and other documents in your possession, custody or control relating to slamming or unauthorized PIC changes, when your company has been accused of "slamming" or unauthorized PIC changes.

Provide all documents in your possession, custody or control relating to complaints received from the Florida Public Service Commission or its staff since January 1, 1996, regarding any complaint about slamming.

CJB/bsr

HEARING ATTENDANCE RECORDRECEIVED

				NOV 13 1997
	UTILITY NAME & DOCKET NO .: Slamn	ning -99082 - TI	DATE: 11 5 9 PS	C - Records/Reporting
		bor Place Ft. Myers, Fla	ATTENDING CAF STAFF	Dick Durbin
		, , , ,		Jennifer Bridges
	NAME (	ADDRESS	CITY, STATE, ZIP	PHONE
	Margaret Stovery (Hover)	3460 h. Key Dr. 410 E 390 3	h.ht. myen H	997-7440
	Ray Waters (DCI)	100 Sofferson Ste 500	Houston, Te 77002.	113-659-8700
	MOSON SCOT	17027 WAYEATA	N Ft Myes Fe 3947	941-543-4944
	Don Tais Dodin	494 Jacklin La	1 It Myen Il Pos	941-997-5466
	Joanna S. meton	10 NICKIAUS BIUG.	NO FT. Myes F4	941-997-6558
	Keith Miller K+J, Inc	15054 BRIDERINGE COR	Ft. Myses FE 53312	941-482-6228
10	CAROL KUNDEN (LCI)	PIRO GLEENIABORO DR. 37. 900	MCLEN VA 22/00	703-114-1189
4	Took koch	19200 Peachland Blud an	FA. Char Floy	941-624-234
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UTILITY NAME & DOCKET NO .: Slamming -970882-TI	DATE: 11/6/97	
HEARING LOCATION: Orlando City Hall	ATTENDING CAF STAFF:	Thelma Coump Carmen Pena
<u></u>		Dick Durbin

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
MARRIET FORT	1104 ST. TRAPEZ C'R	ORCANDO	407-472-770
Michael Gross	PL-01 The Capital	Tall Flaisso	850-414-33
Soft Thomas	2400 Lake Shore of	Orlando, FL 7501	W7-895-810
Bob Coveller:	1605 Gran Via	Orlando F132875	407-874-615-1
Robert Whitaker	315 W. Grant St. STL	Orlando FL 3280L	
Kay Water Bel	600 Jellersen ste Soo	Housen To 700	
Brandon Peters	916 Larrel Ar. Orlando	32803	407/895-34
Mile Matgom	10 Ay 950040 Lake Many Ken	32795	407 13/9/9
H. Boawack	\$558 5/w 35 th 87	OFL FLA 2811	407-843-9
VANRUCK WIGGIA	PO BOX 1657	Tallahasky 12	150-22-15

HEARING LOCATION: Slamming - 970882 - TI

Delma Crump

Thelma Crump

Thelma Crump

Carmen Peña

Carmen Peña

	NAME	ADDRESS	CITY, STATE, ZIP	PHONE
	COLEGN NCCAM	503 LAKE CHARM DR	32765 OVIEW FL	401/366-1719
)	HOWARD LESSETTER	1313-44"ST DEL PL	ORL FL	407/423 76/5
	spear Kumon (LCS)	8,00 CLEENSOND DE SITE FOR	MOLEAN VA	703 - 714 - 1189
		3545 Edgelpoten & 32804		<b>LEU 295790</b>
	May Hong JiNN	(Sprit)	act So 28	407 830 2988
	Lan allington	Bethouth	Orlando FL	(469) 237-3219
	MARSHA POKOLNU	TMI	W. Pank, FL	(407) 740-8575
	EBWay	ater .	att GA	HOY 8104134
54	Paul Nesbitt		Tampa	813 209-1110
for the	BHOTAMAHAC. Soleimani	p.0.602 151251 ALT-58-1932715	AL+-(P. H 37745	941-0620-
	Winey ENDS	412 n. Pin Hill NO 32811	FLA ORL	578-6551
	DANIBL LUCKY	1707 Winswillow RD	eri. Fl.	857-859
	Doug & Hills Polkosky	7101 Presidents Drago Orl	On 32809	855 2020
1	they bears	555 LK. Borler Dr	AproKa 32703	
	Brian Craven	1235 Palmetto Grale	Eughis, 52, 32726	32/589-8295

UTILITY NAME & DUCKET NO .: Slamm	ing -97082-TI	DATE: 11/5/97	
HEARING LOCATION: Shereton Har	box Place Ft. Myers, Fla	ATTENDING CAF STAFF	Thelma Crump Dick Durbin
HEARING ECCNION.			Jennifer Bridges
NAME (	ADDRESS	CITY, STATE, ZIP	PHONE
Margaret Stowery (Hovery)	3460 h. Kuy Dr. 410E 5903	In ht huger 14	997-744
Ray Waters (201)	600 Sofferson Ste 500	Houston, Te 77002.	113-659-e10d
MOSON SCOT	17027 WAYESTA	N FT WHES FE 3947	941-543-4944
Don Tais Dodin	494 Jacklin La	1 St Myer Il's	941-997-544
Joanne A. maton	10 NICKIAUS BUL.	NO FT Myes F4	941-997-6558
Keith Miller - K+J. Inc	15054 BRIANRIAGE COR	Ft. Myees FE 53912	941-482-6228
CAROL KOUNDES (LCE)	PIRO GLEENEDORO DR. 37. 903		703-114-1187
Onl koch	19200 Peachland Blud an	79, Char , F754	941-624-234
7.			
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UTILITY NAME & DOCKET NO .: Slamming -970882-TI	DATE: 11/6/97	
HEARING LOCATION: Orlando City Hall	ATTENDING CAF STAFF:	Carmen Pena Dicke Durbin

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
MARRIET FORT	1104 ST. TRASS C'R	ORCANDO	407-472-2202
× Michael Gross	PL-01 The Capital	Tall Flaiso	850-414-3300
Soft Thomas	2400 Loke Shor Ir	Olado, FL TON	VOT - 895-8100
Bob Coveller.	1605 Gran Via	Orlando F132825	407-894-6151
Robert Whitaker	315 W. Grant St. STL	Orlando FL 3280L	
X Wates-Bel	600 Jellersen ste Soes	House To The	
Brandon Peters	916 Carrel Are. Orlande	32803	47/835-3496
Mile datgom	10 Ay 950040 Lale Man Kin	32795	401 13/9/96
H. Bornsch	\$558 5/w 35 th gr	OFL FLA 2811	407-845
PAMPLICE WICGIA	PO BOX 1657	Tallahasky 12	150-221-1534

HEARING LOCATION: Slamming - 970882 - TI

Delma Crump

The lma Crump

The lma Crump

Carmen Peña

Carmen Peña

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
COLEGN NC CAM	503 LAKE CHARM DR	QUIENE FL	401/366-19
Howard Lodbeller	1313-44"ST DEL FL	ORL FL	41/423/16/5
BARRE KUMPON (LCE)	PIPO CLEENDING DE STE POP	MOLEAN VA	703 - 714 - 1189
Yourch Eddells	3545 Edgelpoten Dr 32804	orlando FC	Per 565 1930
Mary & Good Sinn	(Sovier)	at Se 28	447 830 2988
Fre Lun allington	Bethoush	Orlando FL	(469) 237-3719
MARSIA POKORNY	TME	W-Pank, FL	407)740-8575
EBWay	OJET .	att GA	404810413V
PAUL Nesbitt		Tempa	813 209-1110
CHURANALAC Soleimani	p.0.602 151251 ALT.58-192715	AL+- (P. H 32745	941-0620
Windy ENDS	4/2 A. Pin Hice No 32811	FLA ORL.	578-6551
DANIBL LUCKY	1707 Winswillow RD	eri. Fl.	857-859
Doug & HUMA POIKOSK	7101 Presidents Drago Ori	On 32809	855 ADAD
they bear	555 LK. Boller Dr	AproKa 32703	(401)884-6446
Brian Cravan	1235 Relinetto Gircle	Eughi), F2	32/584-8295

Mary J Koch

November 3, 1997

Public Service Commission Hearings

Re: "slamming"

Location: Fort Myers

Sheraton Harbor Place - Ballroom

2500 Edwards Drive

Date: 11-5-97 Wednesday Evening 6:30 p.m. EST

Notes:

1

Date of slamming: April, 1996 ???

By: Opticom and Business Discount Plan

Billed to my account by Zeroplus Dialing, Inc.

Brief account of experience:

When I received my April, 1996 AT&T and May, 1996 United Telephone bills, I noticed my AT&T long distance account was being closed and my United bill included charges from two NEW long distance carriers. I called my local carrier, United Telephone, to find out what long distance carrier I now had and why it was changed without my knowledge. The representative I spoke with stated both my business and personal accounts showed AT&T as my long distance carrier, as I had previously chosen. The operator then transferred my call to Zeroplus Dialing, Inc., a billing service, so I could inquire about the charges they had placed on

my account.

I spoke to a woman named Mercedes. insisted I had asked for a change in my long distance service. When I explained that I had NOT asked for a change in service, and wanted AT&T as my long distance carrier, she stated they were part of the AT&T Network, set up by AT&T. She insisted I still had AT&T as my carrier, and that Zeroplus Dialing, Inc., was doing their billing. asked why the calls were billed on behalf of Opticom and Business Discount Plan, she replied that they were affiliates of AT&T. She offered to connect me with AT&T to verify that information. declined. Getting no satisfactory answers from her concerning my change of carrier nor the charges on my account, I hung up and dialed AT&T Corporate Headquarters.

The operator who assisted me tried to figure out why my account had been changed. She was unable to solve the mystery and advised me to call my local carrier. I was also assured by her that Opticom, Business Discount Plan, and Zeroplus Dialing, Inc., were NOT part of the AT&T Network, nor were they affiliates of AT&T. These companies were entities of their own. They simply purchased line usage time from AT&T. At that time, this representative did tell me about the practice of "slamming" and suggested that I might want to file a complaint. She also told me that if I wanted to be sure I was using an AT&T line, all I had to do was dial 10288 before dialing my long distance From that day (June 24, 1996) forward, number. until the problem was resolved, I did follow her sage advice.

I then called United Telephone again and spoke to a woman named Linda. She informed me my accounts, both business and personal, had been changed by <u>electronic</u> tape more than a month

previously. She told me that <u>electronic</u> tape transfers were common, unless accounts were protected. She explained that electronic tape transfers were not crossed with computer files or records and therefore, accounts with chosen carriers were often switched to other carriers using this method and <u>without</u> the consent of the person named on the account.

At this time, I refused to pay all Zeroplus Dialing, Inc. charges and asked they be removed from my bill. I stated I would not pay for something I had not asked for and did not want. I requested AT&T be listed as my long distance carrier for both accounts. The woman informed me I could protect my accounts by filling out and signing a protection form, whereby my long distance carriers could not be changed without my signature. I requested the papers be mailed to me. To further protect my accounts, I included a code name as well.

I then called the Florida Public Service Commission in Tallahassee to make a formal complaint and was given a number for the Tampa Office. They, in turn, stated I needed to call the Attorney General's Office of Economic Crime. When I called this number, the woman seemed irritated by my complaint, and reluctantly informed me where to send my statement and instructed me to include copies of my phone bill, which I did.

The papers requiring my signature to protect my long distance carrier choice were received on May 9, 1996, signed by me and returned that same day by US Postal Service. By this time, I believed I had taken care of the situation and would have no further problem. This belief was reinforced when I received a phone call on July 19, 1996, from a Miss Jennifer Whitley, an employee of DNS Business Discount Plan, Long Beach, California at

- 300 a

approximately 2:05 p.m. She stated I had agreed to the change in service and could prove it to me. She then played back a recorded conversation I had with a woman telling me she was from AT&T and could give me a business discount rate for my phone calls. I honestly do not recall if I was informed that the conversation was being recorded, but I did remember having the conversation. And I remembered specifically asking the person if they WERE AT&T. I also remember being emphatically assured that they were AT&T.

I interrupted the recording and spoke to Ms Whitley again. I informed her that in the State of Florida it was illegal to record conversations without advising the parties involved. informed her that her company's saleswoman had falsely stated they were a part of AT&T and that the company could possibly be held liable for misrepresentation. My insistence and growing irritation finally paid off when Ms Whitley agreed to issue a credit to my account. She assured me I would have no further problems and asked if I would write another letter to the Public Service Commission telling them the problem had been resolved. I agreed to do so AFTER I saw the credit applied to my past due phone bill. Once again, I felt the problem was solved. But I was wrong.

Even after refusing the calls billed to my account and sending in signed and dated protection papers in May, my July bill came in several days after my conversation with Ms Whitley with calls billed by Zeroplus Dialing, Inc. on behalf of Business Discount Plan. Then I received my August bill and found more charges. And again in September. A total of three (3) months bills AFTER trying to re-instate AT&T as my long distance carrier I was still being charged by Zeroplus Dialing on behalf of Business Discount Plan.

Each month during this time, the past due balance on my account grew. And each time, I would deduct the incorrect charges, call United Telephone and refuse the calls. Keep in mind that all long distance calls made on my business phone since June 24, 1996, were dialed AFTER first dialing 10288 to get on an AT&T line.

Approximately once a month, a United Telephone representative would call and ask if I had heard anything from Zeroplus Dialing, Inc. or DNS or Business Discount Plan. Each time, the people I spoke to were patient and understanding when I explained that I had been promised a credit. And each month that my phone bill came in, no credit showed, only my past due balances.

On February 21, 1997, I received another phone call from DNS Business Discount Plan at approximately 10:45 a.m. This woman stated she had been contacted by United Telephone concerning my account and that a credit had been issued back in July, 1996. She also stated there should be no further charges on my account because of the actions I had taken. She promised to look into the situation further and assured me it would be taken care of.

In March, 1997, I received a check in the mail from Business Discount Plan, Inc., to provide a credit for my long distance telephone bill and a brief letter telling me my local telephone company was unable to accept any electronic credits for my account.

In short, it took nearly ten (10) months to correct the situation.

HEARING LOCATION: Miami (Embessy Sites) 10 am ATTENDING CAF STAFF: Termy Fred

NAME	ADDRESS	CITY, STATE, ZIP	[1] 그림, 그리고 그 그 같은 사람들이 얼마나 있다고 그리고 있다면 얼마나 있는데 그리고 그리고 있다.
1 man solare	PO Box 1046	man i 7 33	37 185248
CLARGENCE JAMES	P.O. Box 1272 33054	La token	(254) 430-7575
Lean Avenett	10500 Sw 125 st	DIAM133177	(305) 251-2376
Luis AVILA.	9735 FONTAINDLEAU Blod. 4303	Mlami FL 3172	(305) 551-222
Eloy ALONSO.	1776 S.W. 24 Ch AUE.	HIAMI FL. 334	- BOS) 854.20
OSCAR BOTERS	20460 SW 125 AUG	Min FP 3317	321-254186
C.R. HERT ZBURG	BOX 66028 MIMMI SPRINGS, FL 3326		
JAY BURDEN .	76NE 171 & NMBF14331	2 NM3 FIATS	2 305 657-3320
HERRERT TERMIN	PO BOX 80706	M, AM, PL 3328	a contractor to
EDWARD ZUNE	5751 SW89 CT	MIAM, #233173	305279-143
CYNTHIA Tisdol	8500 N.W. 25 Avenue	Mami 32147	305-696MS
Yvette W. Mikell	8500 NW 25th Avenue	Miami 33147	(305) 4 96-4450
There ye Chan	6229 NW 181 Tem.	MIAM. 330/1-	BU-1362-968
Aus Eaglier	1351NFN.G. DR #315E	N. M. Bear 6	305-944-425
Lave Insent hat.	2073311 w 2nd am.	1 1 -	305-770-17

HEARING LOCATION: Miami (Embassy Suites) 10 am attending CAF STAFF: Tearing

	NAME	ADDRESS	CITY, STATE, ZIP	PHONE
د.	TOX	925KR REAFER	Migmi	22+ Wz C
	JMRS DUNKEL	922 SW 757	MIAMI FEBBLE	1181328 0
	JOHN SOLERS	6580 W 13AU.	HTACEPH, FC. 370	
BELL SOUTH	1/NOE LOPEZ	150 W FLAGIER 1820	NIA FC 53130	347-5460
	Michael @1055	PL-01 The Could General	Tall. FL 32399	650-414-3300
	Ruth James	970 SW 95 Terrace	Penabroke Pines	
YCI	I Scott Mchall	1403 FAIL FIGHTE OF GARAS LI BULLY		703 610-4168
_	PAUL BORDEN	10240 SW 138 CH	MIRINI BAIL	301-382-7762
BENDA	TEE HOLOWAY:	150 W. FLAGLER ST 1820	MIN FL 33/30	347-5454
BUSOUTH	LOBERT BERRY	" SUITE	"	347-5000
1	MARY LOU DOEPKER	9220 SN 164 ST.	MIA FL 33157	251-0700
	Samela Hinds	1711 NW 185 St Mani	Mami Ch 3306	62+ 0732
WCI (	Grefden Thusa	690 Sadde Bidge (MCI)	Atkala Cot	404-261-6381
	Ken. NNAMPI	5457 NW 169 Ferr.	Mari Fi	<b>3</b> 430-9183
10	Pegny W Laylor.	1465 nw 203mg St	Miam FL	305 652-87/3

HEARING LOCATION: 970882- Slamming Customer Hearing DATE: 10/23/97

HEARING LOCATION: Miguali - (Embassy Suites) 10 a.m ATTENDING CAF STAFF: Torry Fold

[	NAME	ADDRESS	CITY, STATE, ZIP	PHONE
	BARCH Tampse	#1258 9.W. 61 1444	Mis . 7/4 33142	836-7449
	Mary Thankson	1258 n. W. b. 1 st. 4 4,	11 11	836-7449
1	Hermin Soler	847/ SW 3721.	MA. F/4,3315	552-5021
Reporter	BROOKE AULVIN	WiNZ-RADIO - Mizmi (Madia)		651-5000
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HEARING LOCATION: Ft Lauderdale (6:30p.m.) Broward Main Library ATTENDING CAF STAFF: Dick During Library ATTENDING CAF STAFF: Dick During

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
Joseph M. Glick	4751 NW 21 ST.	LAUDERLINEFIS	313 733-974
HOWARD FURMAN	1200 S. PINE ISLAND RHAD # 220	PLANTATION FL	954 -6000
1. Said	1351 V. Clywas og 22	Tanara	8110115 NOS
E. Lowenberg	9400 LIVE BAKPL FT LAUDFLA	KT LAND	1121-2CV - 12P
My S. Smit	6351 n. Uninitalle	Taxone 3334	954-72107
Edelmad Lopez	4550 S.W. 32 11d Dr	Hollywood Fl330	3 964-9205
Poteicia tomo	Sen-Soubmel		
M. S. Queleron	700 Bay shore Dr. (# 22	For Roul	546-0969
Randy Valoue	856 S. Andrew Are (LDI)	H. land th	522-330
DAVID BROWN	1660 N.E. 30 COURT	Pampano 33064	781-6328
LOU COMPTON	1201 River Reach 101.	- XHE	954) 524-761
GAY KRANICK	L83NW 1242 RD 133486	0	561 750-8999
Sharron Frady	600 SW 69 Way, Pembline	s FL 33023	954-961-1357
CORA L. SMITH	2120 NW 2 St.	Panp. FL 33023	954-979-550
JESP PSARBARUM	8511 NW 5320 CT-	COKA/SPRUMS 33047	

HEARING LOCATION: Ft. Lauderdale (6:30p.m.) Browned Main Library ATTENDING CAF STAFF: Terrys. Reid

1	NAME	ADDRESS	CITY, STATE, ZIP	PHONE
MCI	Gretchen Thampson	6010 Saddie Bridje Ln	Atlanta, GA 30022	770-754-1010
+	Loca Davis	901 Introdustal	Ft. Lunder, F1.	954-568-014
	MONICA WHITE	3237 N.E. 11th STA.	POMPANTOSIL	941-1766
	MAURICE TREMBLAY	1611 MAYO 54 33020	House	925-223
	MARSHA DAGEGNERI	1612 NE 315T ST	POMPANO BCH	954.943.0973
Ť	Sosper HibH			
•	Kaism HibH			
BellSwith	Mike Brangan	6451 N FEB HWY.	PTLOLE	954492-3401
	Robert La Fores	2081 HE 56th ST	Ft LOLE 2303	954 491-7839
	Monte Oscalses	200N.W. 892 TO 1.	fem brokelines	305-632-688
	GENERAS 5. ADVIVAN	525 Doltered Road 738	1 hr. 33020	
	KEVIN MALINE	903 Bullowin Ave 33068	N. LANDERDALER	954.915-7499
	Debbie Rose	12 whitches on A land # 33326		954-384-278
State lep	Anto Rep. Want vaix - to	- 33 N.E. 2nd St Suite 209	State Legislate	467-4317
•	JANE TRANSOR	274 Sw 34 1 - 1 Description	33442	954 427 8897
		BEACH	7112	

HEARING LOCATION Ft Lauderdale (6:30 p.m.) Browned Main Library AT

DATE: 10/23/97

Cormen Pena
Dick Durbing
ATTENDING CAF STAFF: Terry L. Reid

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
MANNY AWMAZ	2701 POUR HTH ME	Porpon Reals	FL 3306\$
Amy Seides	5035 RED ROBIN KIDGE ALMAKETM, GA 30022		770 7539383
			<del></del>
			4
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6107	UTILITY NAME & DOCKET NO.: 970882-Slamming Customer Hearing DATE: 10/24/97  Bick Durbin Start Durbin ATTENDING CAF STAFF: Terry L. Reid  6101			
	NAME	ADDRESS	CITY, STATE, ZIP	PHONE
BCI.	Ray Waters (RCLD)	600 Jefferson Ste 500	Howston, Tx 77057	113-119-8700
- Ox	Him Coope	Hoo Riviera dr.	Delia, Bax 3344	81-276-2600
BellSout	LURT Reily (BST)	326 Fern Street #103	w23 M	
BOSat	Sio Pie (BST)	326 Fen # #103	WAS FL 33401	
* (	Julia Treng	1548 6m St	W. P. R. F. 3340	56/8314495
BellSeith	5193 ED DU (BST)	3138 VIA POINCIAND 13.W		
*	HAMPIOT BEDELL	4 4		
*	Rachel Ibarra	Cot box K to		
	Edw BrdD. Kalbfleisch		Miami, FL 33196	305-383-6612
SOCIA	Robert BEAHY	150W. 7/aglerst. ## 1910	Wiami F1.32130(	202)347-5555
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UTILITY NAME & DOCKET NO .: SLATTING RULE MAKING WORKSHOP

HEARING LOCATION: TALLAHASIGE

				grang
	NAME	ADDRESS	CITY, STATE, ZIP	PHONE
•	Thomas Skarlhan	1010RSON DRIVE 38433	DETULIESAIMS	(450) 892-6114
	DONALD R. FOUST	1010RSON BRIVE	DeFUNIAL SRIVE	(850) 892 6114
	Eugene Danaber	Rte. 3- Box 249, 76	Takehagee 3254	
	Tom Hanlgan	2319 Vincent Dr.	ToT1 de gorse 3233	(88) 385-38CC
	MICHAGE REALINGY	3309 FLANKFARD AVE	PANAMA CTOPE TOWN	
	Emily Kennedy	302B W. 23= St.	Penama CL F 300	
3	Alexand Bardy	130 Oat St	Telahua 4 3731	850 -222 8423
-	Kimberly Griena	125 S. Calhour Street	2.2	
)	J.C.W.Lsout	4CE. 6TH Ct. 32331	_ \  _	859-997-859/
	Eine Wille	14cg 6'4 COUNT	Greenvilled	11-11-11
	fobert Flint	3+24-H Old St. Augustine	TUI 32311	942-2430
	Nancy SimBellouch	150 Somonoe, Suite 400 Talk.	Tall 32301	222-1201
	Chris Sands	982 W. Prevard A-18	Talla FL 32301	224-5488
	M.Mallews	Fla Senate C. on Real Indos		
		•		

UTILITY NAME & DOCKET NO .: 970 892 TI - SLAMMING RYLES DATE: 10/8/97

HEARING LOCATION: PENSACOLA ATTENDING CAF STAFF: DICH DURAN

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
Carolyn Brown	400 Winton ave	Pensacola FL 32507	457-8359
Thelma Brown	401 Colbert ave	٠. ٠٠ ٩	455-0835
Gretotan Thampson	6010 Soddle Bridge La	Alphanetta GA 300	
CHARLES C. REHWINKEL	2770 N. MAGNOLIA AVE.	PENSACOLA, FL 32503	(850) 432-0192
Terry Swionlek	6130 Waster ST	Pensacola FL 3250	(850) 417 - 7730
Dian Swionsell	6130 Waster ST	Pensacda, 41.3203	(SSO) 917-1730
Con Buber	5499 Pengacola Blosh	1)	850 4386006
Ella WARREN	3705 N. 12th Ave	PensocolA	438-3977
MARY C. VAN PRISPAL	583 W. RobertSRO	Contonment 15 533	850 478-1252
Dabiof Have	925 Langley Ale	Parsaola, Fl	850-476-7188
JOEL M. COHEN	sts w. Roberts Rd	Cant 32533	800-478-1252
Matter Belevier	6400 Birkheader	Busuala It	32506
			CEIVED
			CT 28 1997
		FPSC	- Records/P

# PRIDA LEGAL SERVICES, ...

2121 DELTA BOULEVARD, TALLAHASSEE, FLORIDA 32303

(904) 385-7900 (904) 385-9998 Fax

RASHAD EL-AMIN

RECEIVED
KENT R. SPUHLER
DIRECTOR OCT 27 1007

OK to Source

FPSC - Records/Reporting

October 24, 1997

BY FACSIMILE

Blanca S. Bayó, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

Re: Docket No. 970882-TI

Proposed Rule Amendments

Dear Ms. Bayó:

Thank you for sending us materials about Docket No. 97682-TI, in which the Commission is considering amendments to its telecommunications "slamming" rule. To clarify the record, though, we are not a party to this docket. We have not submitted a petition to intervene, nor do we plan to. Rather, we have simply submitted a public comment in the Commission's rulemaking process, as is provided for in Chapter 120.54, Florida Statutes.

In summary, please do not make us parties to this docket at this time. Thank you.

Respectfully submitted,

Benjamin Ochshorn

FLORIDA LEGAL SERVICES

TO PROMOTE THE PROVISION OF CIVIL LEGAL ASSISTANCE TO INDIGENT PERSONS AN EQUAL OPPORTUNITY EMPLOYER





Telephone: 954/763-4000 Facsimile: 954/627-6472

OCT 23 11 05 MT

RECEIVED

October 21, 1997

FPSC - Records/Reporting

Ms. Blanca Bayo Director, Records and Reporting Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32301

Re: Request to be an Interested Person in Docket No. 970 82-T1

Dear Ms. Bayo:

This letter is to request that TresCom U.S.A., Inc. ("TresCom") be recognized as an 'Interested Person" in Docket #970882-TI which relates to Customer Relations, Customer Billing and Carrier Selection (Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rules 25-4.110, F.A.C. Customer Billing, 25-4.118. F.A.C., Interexchange Carrier selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated), and that it be placed on the Service List.

TresCom is an authorized interexchange carrier in the state of Florida operating pursuant to a Certificate of Public Convenience and Necessity issued by the Florida Public Service Commission ("Commission"). Consequently, any action taken by the Commission in the aforementioned docket will impact TresCom's operations.

If you have any questions or concerns, please do not hesitate to contact me at (954) 713-1578.

Sincerely,

Angelina Edouard Staff Attorney

#### Bow & Arrow Sales & Service

John Waterhause Menager 13254 SW 8th St. Minmy 61 33184 Totophune 305-863 8144 Fax 306-229-1227

**OCTOBER 23, 1997** 

**OCTOBER 23, 1997** 

Corresponden &C

**FAX # 635-9499** 

FAX TO: Panel members of public hearing on "SLAMMING"

Please deliver immediately to the Key Biscayne Room public hearing panel hearing on SLAMMING, which started at 10 a.m. this morning, Oct. 23, 1997. Thank you.

(NUMBER OF PAGES FOLLOWING- 5)

710882

## **BOW & ARROW SALES & SERVICE**

John P. Walerhouse Manager 13254 S. W. Oth Street Mismi, Fl 33484

> Tobaphono 386-663-0144 Fax 200-400-0144 or 300-026-1227

# WE WERE "SLAMMED" . . AND ALMOST "DUNKED". By Supra Telecom & Information System !!!

MIAMI, FL.: On Friday, August 29, 1997, I was dilving from Fort Lauderdale on my regular commute to my volunteer job as bookkeeper at Bow 6 Arrow Sales 6 Service in Miami. This is a thriving retail Archery shop run by my son-in-law, John Waterhouse. Hunting season was coming up and John was looking forward to a brisk business spurt in the coming months. Meanwhile, the 50 minute drive is very boring, and I turned on the radio. A commercial came on for a telephone company which advertised a new "area phone service" for Dade, Broward and Palm Beach Counties for only 10 cents a call with unlimited time for each call.

Since I have family in each of these counties, I was intrigued, because I was paying twenty-five cents a call to Dade County with unlimited time limits with Southern Bell, which I thought was good . . .but this sounded even better.

As soon as I arrived at the shop in Miami, I called the number severtised, and a young lady answered. Without giving her my name or home phone number, I asked for further details. She assured me that it would only cost 10 cents each time I called from Ft. Lauderdale to Miami, if I wished to sign

184 ...

To Manager and Walter and

us out of business. did not give her my name or the name of business phone I I would get beak have had a phone ID machine, asked if this weeks of its existence, and could possibly have 50 my boss would have to make that decision. told her I She said yes, said no, the business into one of the worst service could be used for busing that was not my decision to make, to her. would like was calling from.) But she must and asked if I wanted to As an afterthought, to think about because she illegally ş put î

was called the Supra Telecom with Bell South, she for the name, she would not phone number because our service had been month, number because it was listed with another by the number Called old customer who asked why he was not being listed not as busy as usual, Homestead books, costing hundreds company!!! Be im hunting eemson. When he informed her of transferred to another phone company. ut sp ş Three weaks later, John noticed the Bell South would not give er Service and despite the information line of Southern Bell?!?! Jo information 411 and asked for the phone the Missi, Ft. of Bow 6 Arrow Sales 6 Service. operator that she could not give out Then he received a call from an ediately called Bell South finally revealed the company Laudardale, especially during L the advertising we did give it out at first. Information System 9110 fact that he has of dollars each Hollywood the shop's When he asked He was the prephone was that 50 John PTOT

2 permission" Bell South, 780-2800, ext. 5509., customer service. that she could not transfer John then since he would have of this new company. spoke to Sandy Dailey at Bell to "get the service ş 3 back PTOA Bouth g

022100. McDowell, a superintendant at Bell South Business Commission at 1-800-342-3552 on the advice of Mrs. I then H the phone, repeated this called the Florida Public Service Story. told s to the man who 5

#### Robert A. Butterworth Attorney General



# Jack Shreve Public Counsel

#### NOTICE TO TELEPHONE CUSTOMERS WHO HAVE BEEN SLAMMED

If you have been slammed by a long distance telephone company in Florida, or if you are concerned about slamming, you are invited to appear at a hearing to describe your experience and to suggest ways to avoid such practices in the future.

On July 14, 1997, Attorney General Bob Butterworth and Public Counsel Jack Shreve asked the Florida Public Service Commission (PSC) to launch an investigation into the practices of certain long distance companies who sugage in unauthorized switching of long dirance customers, a practice that has come to be known as "slamming." We are opposed to abusive sales tactics such as slamming, and to other sales tactics involving deception or misrepresentation in the sale of utility services provided to Florida consumers.

In order to insure that public input is received by the Commission, we have asked the Commission to hold public hearings throughout the state. Hearings have been scheduled in Pensacola, Tallahassee, Miami, Pt. Lauderdale, West Palm Beach, Ft. Myers, Orlando, St. Petersburg, Tampa and Jacksonville between October 8 and November 20.

If you are the victim of slamming by a long distance company, it would be very helpful if you would share your experience with the PSC and provide suggestions for new rules to prevent such actions in the future. Please plan to attend one of the hearings that are shown on the attached page, if convenient. If you are unable to attend, we are interested in receiving your input. Please write, phone or Fax us your comments, including your name, telephone number, address and a brief description of what happened and the companies involved.

Yours very truly,

Attorney General

Yours very truly,

Public Counsel

practice was called SLAMMING. When I asked his name, he would not give it to me, but that he would investigate the situation with the help of Sam Gonzales, who would be in charge of our case. He told me that within 15 days this new phone company would have to respond to this complaint, and that we would hear from his office in 15 days also. WE NEVER HEARD FROM HIM OR HIS OFFICE AGAIN.

Meanwhile, John called the Bell South Business office again, and talked to Shirley #5315, who gave him the office address of Supra Telecom & Information Services, since were not answering their phone at 305-443-3710. He took time away from his business on September 9, 1997 to go personally to their address at 269 Gerard Ave., Suite 203, Coral Gables, Fl. At this office he asked for someone to talk to about their illegally transferring our phone service. He spoke to a Ms. Nobley who nervously showed him a purchase order, #STIDB25, which was ordered by Juan Olajide, a Supra Telecom & Information employee, on August 29, 1997, switching our phone service from Bell South to this Supra Telecom etc. service. Ms. Nobley also said that a copy of this purchase order was sent to Mr. W. Carnes of Bell South, at 3535 Colonnade Parkway, South E-4E-1 Birmingham, Alabama, 35243, at phone number 205-977-2897. On his return to our shop, John called Mr. Carnes who asked for documentation of this incident with our shop, because he was suspicious that Supra Telecom & information System was a "phoney" organisation.

As a result of another phone call to Bell South, I also spoke to another Bell South employee, Support Specialist Leo Rains, 301 W.Bay St., Jacksonville, Fl. 32202, who was the only person who finally got us returned to the Bell South system. I told him I would send a letter of commendation to his superior, Karen Thomas at the same address for his efforts.

Mr. Rains had to treat us as an entirely now customer to get service restored. As a result we received all new phone books, welcoming letters

etc. which clogged our mail box for days. However, we did not complain, we were too busy with our newly restored services which we had SLANGED away from us by an innocent phone call which stole the service we had for six years.

We hope to attend one of the hearings either in Mismi or Ft. Lauderdale, but because this is such a busy season for us, and since we lost business because of this incident, we are faxing this statement to you at the office of the Attorney General in Tallahassee, and also to local news agencies. Too many of our liberties are being taken away already, and this slimy con game of SLAMMING should be stopped in its tracks.

Thank you for your ponsideration of this complaint.

Gloria Vaden and John Waterhouse

9.17.97 Today's Date: Laparkan Trading Ltd 2929 NW 73 St Customer's Name: Address: Customer Contact Number: 305, 836, 4393 Rose Amberson Federal Communications Commission RECEIVED Common Carrier Bureau **Enforcement Division** SEP 22 1997 Informal Complaints and Public Inquiries Branch Mail Stop Code 1600A2 ECEIVE Records/Reporting 2025 M St., NW Washington, DC 20554 Dear Sir or Madam: This letter is to inform you that my respine service for telephone number (36) 836. 4393 has been "slammed". This means that my telecommunications service provider was changed without my permission from to super Telcom Kell South (Service Provider) Service Provider) \_\_\_\_\_, 199Z. I would appreciate your taking any action authorized in order to bring this matter to the appropriate officials and to enforce the law in this State. I will be available for any necessary support you may need to accomplish this. Sincerely. Consumer's Name Additional comments, if any, including any persons/companies contacted in an effort to resolve the situation: cc: Federal Trade Commission State of Attorney General Correspondence Branch Address The Capitol, PI-01 Tallahassee FL. 32399-1050 6th and Pennsylvania Avenue, NW Washington, DC 20580 Public Service Commission Address City, State

#### STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA



DIVISION OF RECORDS & REPORTING BLANCA S. BAYÓ DIRECTOR (850) 413-6770

# Public Service Commission

October 20, 1997

Mr. Charles J. Beck Office of Public Counsel 111 W. Madison St. 812 Claude Pepper Blvd. Tallahassee, Florida 32399-1400

Re: Docket No. 970682-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rule 25-4.003, F.A.C., Definitions; 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Mr. Beck:

Enclosed is the subpoena duces tecum that you made application for on October 17. This subpoena commands Joseph McGlothlin to appear for deposition on October 24, 1997, regarding the referenced docket, and to produce the items named in the subpoena attachment.

Please call if I can be of further assistance in this matter.

Sincerely,

Kay Flynn, Chief

**Bureau** of Records

Enclosure



# STATE OF FLORIDA OFFICE OF THE PUBLIC COUNSEL

c/o The Florida Legislature 111 West Medison St. Room 812 Tallahassee, Florida 32399-1400 850-488-9330



#### MEMORANDUM

TO:

Blanco Bayo

From:

Charles J. Beck, OPC

Date:

October 17, 1997

Please issue subpoena duces tecum for the following person:

Joseph A. McGlothlin

The address for the above listed persons is:

McWhirter, Reeves, McGlothlin, Davidson, Rief & Bakas, P.A. 117 South Gadsden Street Tallahassee, FL 32301

Place/ time & date: Office of Public Counsel

111 W Madison Street 812 Claude Pepper Blvd. Tallahassee, FL 32399-1400

9:30 a.m./October 24, 1997

Case: Docket No. 970882-TI ("slamming" docket)

MEMORANDUM October 17, 1997 Page -2-

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Please issue subpoena for the following:

Provide all memos, correspondence, or e-mail in your possession, custody or control, between people at LCI or any affiliate, regarding slamming.

Provide each document in your possession, custody or control showing the name, address and telephone number of every customer that has complained to your company of slamming or unauthorized PIC changes during the past 12 months.

Provide all letters, directives, correspondence, and other documents in your possession, custody or control relating to slamming or unauthorized PIC changes, when your company has been accused of "slamming" or unauthorized PIC changes.

Provide copies of all PIC change orders processed by your company since January 1, 1996, when the reason for the change was due to slamming.

Provide all documents in your possession, custody or control relating to complaints received from the Florida Public Service Commission or its staff since January 1, 1996, regarding any complaint about slamming.

CJB:bsr

#### STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA



DIVISION OF RECORDS & REPORTING BLANCA S. BAYÓ DIRECTOR (850) 413-6770

# Public Service Commission

October 13, 1997

Mr. Charles J. Beck Office of Public Counsel 111 W. Madison St. 812 Claude Pepper Blvd. Tallahassee, Florida 32399-1400

Re: Docket No. 970002-TI - Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rule 25-4.003, F.A.C., Definitions; 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Mr. Beck:

Enclosed are the two subpoenas duces tecum that you made application for on October 10. These subpoenas command Richard Melson and Marsha Rule to appear for deposition on October 17, 1997, regarding the referenced docket, and to produce the items named in each subpoena attachment.

Please call if I can be of further assistance in this matter.

Sincerely,

Kay Flynn, Chief

Kay Fu

**Bureau** of Records

Enclosure



# STATE OF FLORIDA OFFICE OF THE PUBLIC COUNSEL.

c/o The Florida Legislature 111 West Madison St. Room 812 Tallahassee, Florida 32399-1400 850-488-9330

## RECEIVED

OCT 10 1997

FPSC - Records/Reporting

#### MEMQRANDUM

TO:

Blanco Bayo

From:

Charles J. Beck, OPC

Date:

October 10, 1997

lease issue subpoena duces tecum for the following person:

Marsha Rule

The address for the above listed persons is:

AT&T Communications of the Southern States, Inc. 101 N. Monroe Suite 700 Tallahassee, FL 32301

Place/ time & date: Office of Public Counsel

111 W Madison Street 812 Claude Pepper Blvd. Tallahassee, FL 32399-1400

9:30 a.m./October 17, 1997

Case: Docket No. 970882-TI ("slamming" docket)

MEMORANDUM October 10, 1997 Page -2-

Please issue subpoena for the following:

Provide each document in your possession, custody or control showing the name, address and telephone number of every customer that has complained to your company of slamming or unauthorized PIC changes during the past 12 months.

Provide letters, directives, correspondence, and other documents in your possession, custody or control relating to slamming or unauthorized PIC changes, when the customer originally belonged to your company and was slammed by another company.

Provide all documents in your possession, custody or control relating to complaints received from the Florida Public Service Commission or its staff since January 1, 1996, regarding any complaint about slamming.

CJB/bsr



# STATE OF FLORIDA OFFICE OF THE PUBLIC COUNSEL.

OCT 10 1997

RECEIVED

c/o The Florida Legislature 111 West Madison St. Room 812 Tallahassee, Florida 32399-1400 850-488-9330 FPSC - Records/Reporting

#### MEMORANDUM

TO.

Blanco Bayo

From:

Charles J. Beck, OPC

Date:

October 10, 1997

Please issue subpoena duces tecum for the following person:

Richard D. Melson

The address for the above listed persons is:

123 S. Calhoun St. Tallahassee, FL 32301

Place/ time & date: Office of Public Counsel

111 W Madison Street 812 Claude Pepper Blvd. Tallahassee, FL 32399-1400

9:30 a.m./October 17, 1997

Case: Docket No. 970882-TI ("slamming" docket)

MEMORANDUM October 10, 1997 Page -2-

Please issue subpoena for the following:

Provide each document in your possession, custody or control showing the name, address and telephone number of every customer that has complained to your company of slamming or unauthorized PIC changes during the past 12 months.

Provide letters, directives, correspondence, and other documents in your possession, custody or control relating to slamming or unauthorized PIC changes, when the customer originally belonged to your company and was slammed by another company.

Provide all documents in your possession, custody or control relating to complaints received from the Florida Public Service Commission or its staff since January 1, 1996, regarding any complaint about slamming.

CJB/bsr



# STATE OF FLORIDA OFFICE OF THE PUBLIC COUNSEL

o'o The Florida Legislature 111 West Madison States -Rutus 612 Tullahasses, Photón 2000-1400 604-663-660

## **FAX COVER SHEET**

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WE ARE TRANSMITTING FROM FAX NUMBER 904-488-4491. IF YOU ENCOUNTER PROBLEMS RECEIVING THIS FAX, PLEASE CALL 904-488-9330.

Provide all latters, directives, correspondence, and other documents in your possession, custody or control relating to stamming or unauthorized PIC changes, when your company has been accused of "stamming" or unauthorized PIC changes.

Provide copies of all PIC change orders processed by your company since Jenuary 1, 1995, when the reason for the change was due to slamming.

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#### STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

HTGSPROKESH II



DIVISION OF RECORDS & REPORTING BLANCA S. BAYÓ DIRECTOR (\$50) 413-6770

# Bublic Service Commission

September 29, 1997

Mr. Charles J. Beck Office of Public Counsel 111 W. Madison St. 812 Claude Pepper Blvd. Tallahassee, Florida 32399-1400

Re: Docket No. 20022-TL: Proposed Rule 25-24.845, F.A.C., Customer Relations; Rules Incorporated, and proposed amendments to Rule 25-4.003, F.A.C., Definitions; 25-4.110, F.A.C., Customer Billing; 25-4.118, F.A.C., Interexchange Carrier Selection; and 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Mr. Beck:

Enclosed are the two subpoenas duces tecum that you made application for on September 26. These subpoenas command Nancy White and Charles Rehwinkel to appear for deposition on October 10, 1997, regarding the referenced docket, and to produce the items named in each subpoena attachment.

Please call if I can be of further assistance in this matter.

Sincerely,

Kay Flynn, Chief

Bureau of Records

Enclosure



# STATE OF FLORIDA OFFICE OF THE PUBLIC COUNSEL

c/o The Florida Legislature 111 West Madison St. Room 812 Tallahassee, Florida 32399-1400 850-488-9330

SEP 2 K 1997

FPSC - Records/Reports

#### MEMORANDUM

TO:

Blanco Bayo

From:

Charles J. Beck, OR

Date:

September 26, 1997

Please issue subpoena duces tecum for the following person:

Nancy B. White
Assistant General Counsel-Florida
BellSouth Telecommunications. Inc.

The address for the above listed persons is:

150 South Monroe Street

**Room 400** 

Tallahassee, FL 32301

Place/ time & date: Office of Public Counsel

111 W Madison Street 812 Claude Pepper Blvd. Tallahassee, FL 32399-1400

9:30 a.m./October 10, 1997

Case: Docket No. 970882-TI ("slamming" docket)

MEMORANDUM September 26, 1997 Page -2-

#### Please issue subpoena for the following:

SHOW THE PARTY OF

- Provide all internal analyses, studies, reports, papers, or other documents performed by BellSouth or performed at the request of BellSouth regarding:
  - a. slamming or unauthorized PIC changes,
  - the level of or amount of slamming incidents that have been identified by BellSouth.
  - c. potential changes to rules or practices regarding changing primary interexchange carriers,
  - d. the effect of slamming on customers,
  - e. the effect of slamming either on BellSouth, the local exchange industry, or the interexchange industry, or
  - f. the effect of slamming on competition.
- All intra-company memos, correspondence, and e-mail in your possession, custody or control regarding slamming.
- Each document in your possession, custody or control showing the name,
   address or telephone number of any customer that has complained to your company of
   slamming or unauthorized PIC changes since January 1, 1996.

MEMORANDUM October 26, 1997 Page -3-

- Copies of your current training materials and directives to business office or marketing personnel dealing with handling of slamming complaints.
- 5. Copies of all letters or other forms currently used to confirm sales to customers.
- 6. Copies of every PIC change form processed by your company during the month of June 1997, including the reason for the change.
- Copies of all company practices regarding the handling of customers who
   claim to have been subjected to "slamming" or unauthorized PIC changes.
- 8. Each document in your possession, custody or control commenting on or evaluating the policies or practices of the Florida Public Service Commission or its staff regarding slamming.
- 9. A copy of each PIC change order processed since January 1, 1996, where the PIC change was due to slamming.

MEMORANDUM September 26, 1997 Page -4-

Thank you for your assistance in this matter. A disk in wordperfect 6.0 format is included for your convenience.

CJB/bsr



#### STATE OF FLORIDA OFFICE OF THE PUBLIC COUNSEL

c/o The Florida Legislature 111 West Madison St. Room 812 e. Florida 32399-1400 850-488-9330

#### MEMORANDUM

RECEIVED SEP 28 1897

FPSC - Records Reporting

TO:

Blanco Bayo

From:

Date:

September 26, 1997

Please issue subpoena duces tecum for the following person:

Charles Rehwinkel Sprint/United Florida Sprint/Centel Florida

The address for the above listed persons is:

Charles Rehwinkel Sprint/United Florida Spring/Centel Florida P.O. Box 2214 Blairstone Road Tallahassee, FL 32316

Place/ time & date: Office of Public Counsel

111 W Madison Street 812 Claude Pepper Blvd. Tallahassee, FL 32399-1400

9:30 a.m./October 10, 1997

Case: Docket No. 970882-TI ("slamming" docket)

MEMORANDUM September 26, 1997 Page -2-

#### Please issue subpoena for the following:

- All internal analyses, studies, reports, papers, or other documents performed
   by Sprint or performed at the request of Sprint regarding:
  - a. slamming or unauthorized PIC changes,
  - the level of or amount of slamming incidents that have been identified by Sprint,
  - c. potential changes to rules or practices regarding changing primary interexchange carriers,
  - d. the effect of slamming on customers,
  - e. the effect of slamming either on Sprint, the local exchange industry, or the interexchange industry, or
  - f. the effect of slamming on competition.
- All intra-company memos, correspondence, and e-mail in your possession, custody or control regarding slamming.

MEMORANDUM September 26, 1997 Page -3-

- Each document in your possession, custody or control showing the name,
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   slamming or unauthorized PIC changes since January 1, 1996.
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- 7. Copies of all company practices regarding the handling of customers who claim to have been subjected to "slamming" or unauthorized PIC changes.
- 8. Each document in your possession, custody or control commenting on or evaluating the policies or practices of the Florida Public Service Commission or its staff regarding slamming.

Charles See See

MEMORANDUM October 26, 1997 Page -4-

Copies of each PIC change order processed since January 1, 1996, where
 the PIC change was due to slamming.

Thank you for your assistance in this matter. A disk in wordperfect 6.0 format is included for your convenience.

CJB/bsr

# Sumanno Fannon Summerlin

1911-B Poul Hussell Read, Sto. 391 Tellahassen, Florida 98301 Phone: (800) 666-2288 Fac: (800) 666-2289 VIA FACSINILE

September 17, 1997

Blanca S. Bayo, Director Division of Records and Reporting Florida Public Service Commission 4075 Esplanade Way, Room 110 Tallahassee, Florida 32399-0850

W ...

Dear Ms. Bayo:

Spicerely

Schanne F. Susmerlin

SFS: 55

# 11.90 mg/g/



A Registered Limited Liability Partnership

September 16, 1997

315 South Calhoun Street Suite 600 P.O. Drawer 810 (ZIP 32302-0810) Tallahassee, Florida 32301 850-224-7000

FAX 850-224-8832

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D. BRUCE MAY 904-426-5606

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center, Room 110
Tallahassee, Fl. 32399-0850

Re: Joint Petition of Robert A. Butterworth, Attorney General, and the Citizens of the State of Florida, by and Through the Office of Public Counsel, for Initiation of Formal Proceedings, Pursuant to section 120.57, FS, to Investigate the Practice of Slamming and to Determine the Appropriate Remedial Measures, Docket No.

Dear Ms. Bayo:

Holland & Knight has an ongoing interest in the docket referenced above. Please place the undersigned on the docket's mailing list.

Thank you for your continued consideration.

Sincerely,

HOLLAND & KNIGHT LLP

(D. B

Bruce May

DBM/sms

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September 10, 1997

Faceimile Request - (850) 413-7118

210 N. Park Ave. P.O. Drewer 200

Winter Park, FL

32790-0200

Ms. Blanca Bayo Director of Records and Reporting Florida Public Service Commission

Tel: 407-740-8575

2540 Shumard Oak Boulevard Tallahassee, Florida 32399-085 Fax: 407-740-0613

Docket 97-08-2-TL

Dear Ms. Bayo:

Please place Technologies Management, Inc. on the interested parties list for Decket 97-0882-TL. The contact and address is as follows:

> Marsha Pokorny, Regulatory Analyst Technologies Management, Inc. 210 N. Park Ave. Winter Park, Florida 32789 phone: (407) 740-8575 fax: (407) 740-0613 email: mpokorny@tminc.com

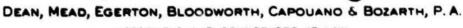
If you require any additional information or if you have any questions about this request, please contact me at 407/ 740-8575. Thank you for your assistance in this matter.

Sincerely,

Ann-Marie Regulatory Analyst

cc: M. Pokorny

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ATTORNEYS AND COUNSELORS AT LAW

P. O. BOK 2346 ORLANDO, FLORIDA 32802 2346

WRITER'S DIRECT DIAL (407) 428-5124 BUITE ISOO ORLANDO, FLORIDA 38803

(407) 841 1200 FAE (407) 423-1831

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FPSC - Records/Reporting

August 27, 1997

Attn: Blanca S. Bayo
Director, Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0870

RE: Docket No 970882-TI

Dear Ms. Bayo:

I am about to initiate class litigation against a company which has engaged in repeated slamming schemes against telephone subscribers. Therefore, I am interested in the Public Service Commission's upcoming hearings on that subject. Please add me to your mailing list of interested parties for the slamming docket.

Sincerely,

Brandon S. Peters

BSP:jl



LAW OFFICES

## MESSER. CAPARELLO & SELF

A PROFESSIONAL ASSOCIATION

AUG 18 1997

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FPSC - Records/Reporting

215 SOUTH MONROE STREET. SUITE 701

POST OFFICE BOX 1876

TALLAMASSES, FLORIDA 32302-1876 TELEPHONE (904) 222-0720

TELECOPIERS (804) 284-4350. (804) 425 1942

August 14, 1997

Ms. Blanca Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

> Re: Docket No. 970882-TI - Joint Petition of Robert Al Butterworth, Attorney General and the Citizens of the State of Florida, by and through the Office of Public Counsel, for initiation of formal proceedings, pursuant to Section 120.57, F.S., to investigate the practice of slamming and to determine the appropriate remedial measures

Dear Ms. Bayo:

Please add this firm to the mailing list for Docket No. 970882-TI directing all pleadings, orders, notices, or other materials to the undersigned.

Thank you for your assistance in this matter.

FRS/amb

4585 Village Avenue Norfalt, Virginie 23502 (757) 359-4524 (Voice) (757) 359-4500 (Fax)



FPSC - Records/Reporting

August 5, 1997

Sianco S. Bayo, Director
Division of Records and Reporting
Plorida Public Service Commission
S40 Shumard Oak Boulevard
Callahassee, Florida 32399-0850

to: ProC Donce we street.

Dear Ms. Bayo:

Jill Butler
Director, Regulatory Affairs
Cox Communications, Inc.
4585 Village Avenue
Norfolk, Virginia 23502
Telephone (757) 369-4524
Telecopier (757) 369-4500

Robert Scheffel Wright
Landers & Parsons, P.A.
310 West College Avenue (ZIP 32301)
Post Office Box 271
Tallahassec, Florida 32302
Telaphone (904) 681-0311
Telacopier (904) 224-5995

In behalf of Cox Communications, Inc.

Cordially yours,

fin bother



July 24, 1997

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FPSC - Records: Reporting

----VIA PACSIMILE----

Blanca S. Bayó, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

Re: Docket No. 970863-TC

Docket No. 970871-TC

Docket No. 970884-TC

Docket No. 970864-TC

Docket No. 970882-TI

Dear Ms. Bayó:

The Florida Public Telecommunications Association, Inc. requests that it be included on the mailing list as an interested entity in each of the above-referenced dockets. Please address all correspondence as follows:

Angela B. Green, General Counsel Florida Public Telecommunications Association, Inc. 125 South Gadsden Street, Suite 200 Tallahassee, Florida 32301

Thank you for your assistance with this matter.

Sincerely

Angela B. Green General Counsel

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FPSC - Records Reporting

July 24, 1997

Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Ms. Bayo:

American Network Exchange, Inc. ("AMNEX") is a telecommunications company and has an interest in the telecommunications industry and in the case listed below. Please place our name on your service list to receive copies of Staff Recommendations, Notices, and Orders originating from the Public Service Commission.

970882-TI

07/15/97

Copies should be mailed to:

Amy S. Gross, Esquire American Network Exchange, Inc. 100 West Lucerne Circle, Suite 100 Orlando, FL 32801

Please contact me should you have any comments or questions. Thank you.

Very truly yours,

Amy S. Gross

Vice President - Legal and Regulatory

ASG:vac

H VISERS/LEGAL/AMY/JOE/FLORIDA/DOCKET



ATTORNEYS AT LAW SOI LABT TERMESSEE STREET POST OFFICE DRAWER 1657

TALLAHASSEE, FLORIDA 32302

TELEPHONE (904) 222-1534
TELECOPIER (904) 222-1689

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DATE:

7-24-97

TO

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413-7118 FAX

FROM:

PAM KEILLOR

THIS TELECOPY CONSISTS OF 1 PAGE INCLUDING THIS COVER PAGE. PLEASE DELIVER AS SOON AS POSSIBLE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL (904) 222-1534.

Please place our firm on the "interested person's" list in Docket No. 970882-T1.

Thanks.

## RUTLEDGE, ECENIA, UNDERWOOD, PUPNELL & HOFFMAN

#### PROFESSIONAL ASSOCIATION ATTORNEYS AND COUNSELORS AT LAW

STEPHEN A. ECENIA
MENNETH A. HOFFMAN
THOMAS W. KONRAD
MICHAEL Q. MAIDA
R. DAVID PRESCOTT
HAROLD F. X. PURNELL
GARY R. RUTLEDGE
R. MICHAEL UNDERWOOD
MILLIAM B. WILLIAMAM

POST OFFICE BOX 551, 26208-0851 215 SOUTH MONROE STREET, SUITE 450 TALLAHABBEE, FLORIDA 26201-1841 GOVERNMENTAL CONSULTANTS: PATRICK R. MALOY MAY J. YOLDING

TELEPHONE (904) 661-6786 TELECOPIER (904) 661-6515

July 23, 1997

REU LED

Ms. Blanca Bayo, Director Division of Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Betty Easley Conference Center Room 110 Tallahassee, Florida 32399-0850

FPSC - Recorded Coporting

Re: Florida PSC Docket Nos. 970867-TP; 970868-TP; 970869-TP; 970872-TP; 970873-TP; 970874-TP; 970875-TP; 970878-TP; 970879-TP; 970880-TP; 970881-TP; 970882-TP; 970888-TP; 970899-TP; 970891-TP; 970894-TP; 970895-TP; 970901-TP and 970903-TP

Dear Ms. Bayo:

The undersigned represents TCG South Florida ("TCG"). TCG is interested in the above-referenced dockets. Please provide copies of all notices, CASRs, orders, staff recommendations, pleadings and other documents filed, served or issued in the above-referenced dockets to the following:

Kenneth A. Hoffman, Esq.
William B. Willingham, Esq.
Rutledge, Ecania, Underwood,
Purnell & Hoffman, P.A.
P. O. Box 551
Tallahassee, FL 32302-0551
(904) 681-6788 (phone)
(904) 681-6515 (fax)

Thank you for your assistance in this matter.

Sincerely,

Kenneth A. Aoffmar



#### STATE OF FLORIDA

Commissioners:
Julia L. Johnson, Charman
J. Terry Deason
Susan F. Clark
Diane K. Kiesling
Joe Garcia



DIVISION OF RECORDS & REFORTING BLANCA S. BAYÓ DIRECTOR (850) 413-6770

# Public Service Commission

July 16, 1997

Michael A. Gross, Assistant Attorney General Office of the Attorney General PL-01 The Capitol Tallahasses. Florida 32399-1050

Re: Docket No. 970882-TI

Dear Mr. Gross:

This will acknowledge receipt of a joint petition of Robert A. Butterworth, Attorney General, and the Citizens of the State of Florida, by and through the Office of Public counsel for initiation of formal proceedings pursuant to Section 120.57, FS to investigate the practice of slamming and to determine the appropriate remedial measures, which was filed in this office on July 15, 1997 and assigned the above-referenced docket number. Appropriate staff members will be advised.

Mediation may be available to resolve any dispute in this docket. If mediation is conducted, it does not affect a substantially interested person's right to an administrative hearing. For more information, contact the Office of General Counsel at (850) 413-8078 or FAX (850) 413-8079.

Division of Records and Reporting Florida Public Service Commission

cc: Charles J. Beck, Deputy Public Counsel