

## Section 1 - Division of Records and Reporting (DAR) Completed

Date Booked: 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.

Official Filing Date: \_\_\_\_\_  
Last Day to Suspend: \_\_\_\_\_

**Expiration:** \_\_\_\_\_

Referred to:  
 ("() " indicates OPR)

ADN	AFA	(APP)	CAF	CHU	EAG	GCL	LEG	RAR	RRR	WAM
		X	X	X					X	

**Section 2 - OPR Completes and returns to RAR in 10 workdays.**

### Time Schedule

**Program/Module**    **A18**

### Staff Assignments

QPR Staff                      D Caldwell

Staff Counsel     D Caldwell

OCRA (CMU) K Bielecki, R Moore

(CAF) D Durbin, P Johnson

(RRR) K Lewis

( ) \_\_\_\_\_

( ) \_\_\_\_\_

**Recommended assignments for hearing  
and/or deciding this case:**

Full Commission X Commission Panel \_\_\_\_\_  
Hearing Examiner Staff

Date filed with RAR: 02/18/1998

Initials: OPR \_\_\_\_\_  
Staff Counsel \_\_\_\_\_

**WARNING: THIS SCHEDULE IS AN INTERNAL PLANNING DOCUMENT.**  
**IT IS TENTATIVE AND SUBJECT TO REVISION.**  
**FOR UPDATES CONTACT THE RECORDS SECTION: (850) 413-6770**  
Current CARR revision level

**Dyn Daken**

Previous Current

3

1. Transcripts Due from Continued Hearing 2/16/98
2. Briefs Due
3. Staff Recommendation
4. Agenda - Regular
5. Order Notice Adoption of Rule

[illegible]

**Section 3 - Chairman Completes**

**Assignments are as follows:**

- Hearing Officer(s)

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	GR	JC		
X							

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 Member is assigned the full Commission decides the case.

**- Prehearing Officer**

Commissioners					ADM
JM	DS	CL	GR	JC	
X					

Approved: [Signature]  
Date: 02/18/1996

# Case Scheduling/Rescheduling Advice

02/12/1998

To: <input checked="" type="checkbox"/> Commissioner Deason <input type="checkbox"/> Commissioner Clark <input checked="" type="checkbox"/> Commissioner Garcia <input checked="" type="checkbox"/> Commissioner Jacobs <input checked="" type="checkbox"/> Executive Director <input checked="" type="checkbox"/> Public Information Officer	<input checked="" type="checkbox"/> Deputy Ex. Director/Technical <input checked="" type="checkbox"/> Appeals Director <input checked="" type="checkbox"/> Legal Director <input checked="" type="checkbox"/> Auditing & Financial Analysis Director <input checked="" type="checkbox"/> Communications Director <input checked="" type="checkbox"/> Consumer Affairs Director	<input type="checkbox"/> Electric & Gas Director <input checked="" type="checkbox"/> Records & Reporting Director <input checked="" type="checkbox"/> Research Director <input type="checkbox"/> Water & Wastewater Director <input checked="" type="checkbox"/> Court Reporter <input checked="" type="checkbox"/> Staff Contact - D Caldwell
--	---	---

From: Office of Chairman Julia L. Johnson

Docket No. 970882-TT

## RECEIVED

FEB 17 1998

**Title: Proposed Rule 25-24.845, F.A.C.,  
Customer Relations; Rules Incorporated;  
and proposed amendments to Rules  
25-4.883, F.A.C., Definitions; 25-4.110,**

FPSC - Records/Reporting

### 1. Schedule Information

Event	Former Date	New Date	Location	Time
Hearing		02/16/1998	Tallahassee, 148	14:00-20:00

Remarks: Docket(s): 970882

**COMMISSIONER CLARK 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

Hearing	Commissioners						Hrg. Exam.	Staff
	ALL	JN	DS	CL	GR	JC		
	X							

#### New or Changed Assignments

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	GR	JC		

Prehearing  
Officer

Commissioners					
JN	DS	CL	GR	JC	ADM
X					

Commissioners					
JN	DS	CL	GR	JC	ADM

Remarks:

Document ID is 97088202.CCS

PSC/NAN 8 (01/98)

FORM KEY IS 021198154814



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

Official Filing Date: \_\_\_\_\_  
Last Day to Suspend: \_\_\_\_\_ Expiration: \_\_\_\_\_

Referred to: ADM AFA (APP) CAF CHU EAG GCL LEG RAR RRR WAW  
 ("() " indicates OPR) X X X X X X X X

### Line Schedule

### **Staff Assignments**

**WARNING: THIS SCHEDULE IS AN INTERNAL PLANNING DOCUMENT. IT IS TENTATIVE AND SUBJECT TO REVISION. FOR UPDATES CONTACT THE RECORDS SECTION: (850) 413-6770**  
Current CASR revision level

**Due Dates**

Previous	Current
----------	---------

### 1. Testimony - Rebuttal and Exhibits

## 2. Preliminary Statements

### 3. Prehearing

4. Comments Page

5. Marion

6. Intercepted by  
7. Intercepted by

7. State Documentation

9. **Assess - Regular**

#### **10. Order Noticing Adoption of Rule**

11. \_\_\_\_\_  
12. \_\_\_\_\_

**Assignments are as follows:**

- Prehearing Officer

Commissioners					ADM
JN	DS	CL	GR	JC	
X					

Approved: 

Date: 01/12/1998

# Case Scheduling/Rescheduling Advice

01/02/1998

To: ☒ Commissioner Denson  
☒ Commissioner Clark  
☒ Commissioner Garcia  
☒ Commissioner Jacobs  
☒ Executive Director  
☒ Public Information Officer

☒ Deputy Ex. Director/Technical  
☒ Appeals Director  
☒ Legal Director  
☒ Auditing & Financial Analysis Director  
☒ Communications Director  
☒ Consumer Affairs Director

☐ Electric & Gas Director  
☒ Records & Reporting Director  
☒ Research Director  
☐ Water & Wastewater Director  
☒ Court Reporter  
☒ Staff Contact - D Caldwell

From: Office of Chairman Julia L. Johnson

Docket No. 970882-TT

**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	Tallahassee, 148	09:30-12:00
Commission Rule Hearing		02/06/1998	Tallahassee, 148	09:30-18:00

Remarks: Docket(s): 970882

Prehearing date reassigned by the Chairman/room assignment changed.

## 2. Hearing/Prehearing Assignment Information:

### Former Assignments

Hearing

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	GR	JC		
X							

### New or Changed Assignments

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	GR	JC		

Prehearing  
Officer

Commissioners						
JN	DS	CL	GR	JC	ADM	
X						

Commissioners						
JN	DS	CL	GR	JC	ADM	

Remarks:

Document ID is 97088201.CCS

PSC/NAN 8 (01/98)

FORM KEY IS 072597135043

## Case Assignment and Scheduling Record

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

Docket No. 970882-TI Date Docketed: 07/15/1997 Title: Proposed 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 Carrier Selection; and 25-26.490, F.A.C., Customer Relations; Rules Incorporated.

Official Filing Date: \_\_\_\_\_  
Last Day to Suspend: \_\_\_\_\_ Expiration: \_\_\_\_\_

Referred to: ADM AFA (APP) CAF CMU EAG GCL LEG RAR RRR WAW  
(") indicates OPR

## Section 2 - OPR Completes and returns to RAR in 10 workdays.

## Time Schedule

Program/Module A18

## Staff Assignments

OPR Staff D Caldwell  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Staff Counsel D Caldwell  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
OCRs (CMU) K Biegalski, R Moses  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(CAF) D Durbin, P Johnson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(RRR) K Lewis  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
( ) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WARNING: THIS SCHEDULE IS AN INTERNAL PLANNING DOCUMENT.  
IT IS TENTATIVE AND SUBJECT TO REVISION.  
FOR UPDATES CONTACT THE RECORDS SECTION: (850) 413-6770  
Current CASR revision level**

2

## Due Dates

Previous Current

1. Testimony - Rebuttal and Exhibits	SAME	01/07/1998
2. Prehearing Statements	SAME	01/07/1998
3. Notice of Prehearing and Hearing	SAME	01/08/1998
4. Prehearing	01/15/1998	01/23/1998
5. Comments Due	SAME	01/23/1998
6. Hearing	SAME	02/04/1998
7. Transcripts Due	SAME	02/16/1998
8. Briefs Due	SAME	03/04/1998
9. Staff Recommendation	SAME	03/26/1998
10. Agenda - Regular	SAME	04/17/1998
11. Order Rescinding Adoption of Rule	SAME	04/27/1998
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		
31.		
32.		
33.		
34.		
35.		
36.		
37.		
38.		
39.		
40.		

Recommended assignments for hearing  
and/or deciding this case:

Full Commission X Commission Panel \_\_\_\_\_  
Hearing Examiner \_\_\_\_\_ Staff \_\_\_\_\_

Date filed with RAR: 01/05/1998

Initials: OPR \_\_\_\_\_  
Staff Counsel \_\_\_\_\_

## Section 3 - Chairman Completes

Assignments are as follows:

CSRA

## - Hearing Officer(s)

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	GR	JC		
X							

## - Prehearing Officer

Commissioners					ADM
JN	DS	CL	GR	JC	
X					

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 Member is  
assigned the full Commission decides the case.

Approved: [Signature]  
Date: 01/05/1998

# Case Scheduling/Rescheduling Advice

11/13/1997

To:

<input checked="" type="checkbox"/>	Commissioner Deason
<input checked="" type="checkbox"/>	Commissioner Clark
<input type="checkbox"/>	Commissioner Kiesling
<input checked="" type="checkbox"/>	Commissioner Garcia
<input checked="" type="checkbox"/>	Executive Director
<input checked="" type="checkbox"/>	Public Information Officer

<input checked="" type="checkbox"/>	Deputy Ex. Director/Technical
<input checked="" type="checkbox"/>	Appeals Director
<input checked="" type="checkbox"/>	Legal Director
<input checked="" type="checkbox"/>	Auditing & Financial Analysis Director
<input checked="" type="checkbox"/>	Communications Director
<input checked="" type="checkbox"/>	Consumer Affairs Director

<input type="checkbox"/>	Electric & Gas Director
<input checked="" type="checkbox"/>	Records & Reporting Director
<input checked="" type="checkbox"/>	Research Director
<input type="checkbox"/>	Water & Wastewater Director
<input checked="" type="checkbox"/>	Court Reporter
<input checked="" type="checkbox"/>	Staff Contact - D Caldwell

From: Office of Chairman Julia L. Johnson

Docket No. 970882-T1

## RECEIVED

NOV 21 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,

### 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		11/20/1997	Jacksonville**	14:30-16:00

Remarks: Docket(s): 970882

\*\*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.

### 2. Hearing/Prehearing Assignment Information:

#### Former Assignments

Hearing

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

#### New or Changed Assignments

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	KS	GR		

Prehearing  
Officer

Commissioners					
JN	DS	CL	KS	GR	ADM

Commissioners					
JN	DS	CL	KS	GR	ADM

Remarks:

See above note under remarks regarding assignment for each session.  
Document ID is 97088205.CCS





# Case Assignment and Scheduling Record

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

Docket No. 970882-TJ

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 slandering and to determine the appropriate remedial measures.

Company: IXCs

Official Filing Date: \_\_\_\_\_  
Last Day to Suspend: \_\_\_\_\_

Expiration: \_\_\_\_\_

Referred to:  
("()" indicates OPR)

ADM AFA (APP) CAF CMU EAG GCL LEG RAR RRR MAM  
\_\_\_\_\_

## Section 2 - OPR Completes and returns to RAR in 10 workdays.

## Time Schedule

Program/Module A18

### Staff Assignments

OPR Staff D Caldwell

Staff Counsel D Caldwell

OCRs (CMU) V Cordiano, R Moses

( ) \_\_\_\_\_

( ) \_\_\_\_\_

( ) \_\_\_\_\_

( ) \_\_\_\_\_

Recommended assignments for hearing  
and/or deciding this case:

Full Commission X Commission Panel \_\_\_\_\_  
Hearing Examiner \_\_\_\_\_ Staff \_\_\_\_\_

Date filed with RAR: 08/27/1997

Initials: OPR \_\_\_\_\_  
Staff Counsel \_\_\_\_\_

**WARNING: THIS SCHEDULE IS AN INTERNAL PLANNING DOCUMENT.  
IT IS TENTATIVE AND SUBJECT TO REVISION.  
FOR UPDATES CONTACT THE RECORDS SECTION: (850) 413-6770**  
Current CASR revision level

0

### Due Dates

Previous Current

1. Staff Recommendation	NONE	08/28/1997
2. Agenda - Regular	NONE	09/09/1997
3. Standard Order	NONE	09/29/1997
4. Revised CASR Due	NONE	09/30/1997
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
29.		
30.		
31.		
32.		
33.		
34.		
35.		
36.		
37.		
38.		
39.		
40.		

## Section 3 - Chairmen Completes

Assignments are as follows:

- Hearing Officer(s)

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

- Prehearing Officer

Commissioners					ADM
JN	DS	CL	KS	GR	
X					

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 Member is  
assigned the full Commission decides the case.

Approved: [Signature]

Date: 08/27/1997

# Case Assignment and Scheduling Record

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

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 slandering and to determine the appropriate remedial measures.

Company: TI

Official Filing Date: \_\_\_\_\_  
Last Day to Suspend: \_\_\_\_\_ Expiration: \_\_\_\_\_

Referred to: \_\_\_\_\_  
("()" indicates OPR)

ADM AFA APP CAF (CMU) EAG GCL LEG RAR RRR WAW  
\_\_\_\_\_ X \_\_\_\_\_

## Section 2 - OPR Completes and returns to RAR in 10 workdays.

## Time Schedule

Program/Module B10

### Staff Assignments

OPR Staff \_\_\_\_\_

Staff Counsel \_\_\_\_\_

OCRs ( ) \_\_\_\_\_

( ) \_\_\_\_\_

( ) \_\_\_\_\_

( ) \_\_\_\_\_

( ) \_\_\_\_\_

Recommended assignments for hearing and/or deciding this case:

Full Commission \_\_\_\_\_ Commission Panel \_\_\_\_\_  
Hearing Examiner \_\_\_\_\_ Staff \_\_\_\_\_

Date filed with RAR: \_\_\_\_\_

Initials: OPR \_\_\_\_\_  
Staff Counsel \_\_\_\_\_

WARNING: THIS SCHEDULE IS AN INTERNAL PLANNING DOCUMENT.  
IT IS TENTATIVE AND SUBJECT TO REVISION.  
FOR UPDATES CONTACT THE RECORDS SECTION: (904) 413-6770  
Current CASR revision level

0

### Due Dates

Previous Current

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

## Section 3 - Chairman Completes

Assignments are as follows:

- Hearing Officer(s)

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	KS	GR		

- Prehearing Officer

Commissioners					ADM
JN	DS	CL	KS	GR	

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 Member is assigned the full Commission decides the case.

Approved: \_\_\_\_\_

Date: / /

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. BAYO  
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,

A handwritten signature in cursive script that reads "Kay Flynn".

Kay Flynn, Chief  
Bureau of Records

KF/abf  
Enclosure  
cc: Division of Communications



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. 99-140

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.

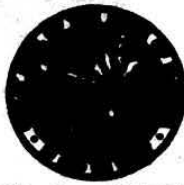
Please do not hesitate to call if you have any questions concerning this matter.

Sincerely,

A handwritten signature in black ink that reads "Kay Flynn".

Kay Flynn, Chief  
Bureau of Records

KF/abf  
Enclosure  
cc: Division of Communications



**State of Florida**

# **Public Service Commission**

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

**DATE:** June 2, 1998  
**TO:** Blanca Bayó, Director, Records and Reporting  
**FROM:** Joy Kelly, Chief, Bureau of Reporting  
**RE:** DOCKET NO. 970882-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

Acknowledged by:

hmc

JK/pc

PSC/RAR 28 (Rev7/94)





State of Florida

# Public Service Commission

## **-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:

mas

JK/pc

PSC/RAR 28 (Rev7/94)

*exhs 1-13  
completed  
mar*



State of Florida

## Public Service Commission

### **-MEMORANDUM-**

**DATE:** 2/16/98  
**TO:** Blanca Bayó, Director, Records and Reporting  
**FROM:** Joy Kelly, Chief, Bureau of Reporting  
**RE:** DOCKET NO. 970882-TT

**RE:** Transcripts Vol. 1 + Vol 2 -> 314 pgs  
**DOCUMENT NO:** 02241, 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:

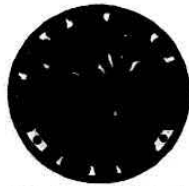
QC PC  
COMM

Acknowledged by:

Arthur Schmidt

JK/pc

PSC/RAR 28 (Rev7/94)



**State of Florida**

# **Public Service Commission**

## **-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:

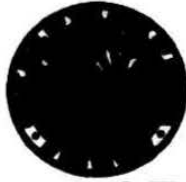
LEGAL, AFAD, CMU

**Acknowledged by:**

*ma*

JK/pc

PSC/RAR 28 (Rev7/94)



**State of Florida**

# **Public Service Commission**

## **-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:

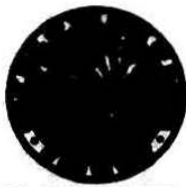
**LEGAL, CMU, AFAD, SOLD**

**Acknowledged by:**

mes

**JK/pc**

**PSC/RAR 28 (Rev7/94)**



**State of Florida**

# **Public Service Commission**

## **-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

PSC/RAR 28 (Rev7/94)





**State of Florida**

# **Public Service Commission**

## **-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:

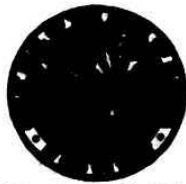
**LEGAL, CMU, AFAD, SOLD**

**Acknowledged by:**

A handwritten signature in cursive script, appearing to read "J. Kelly", written over a horizontal line.

**JK/pc**

**PSC/RAR 28 (Rev7/94)**



**State of Florida**

# **Public Service Commission**

## **-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:

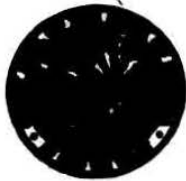
**LEGAL, AFAD, CMU SOLD**

Acknowledged by:

was

JK/pc

PSC/RAR 28 (Rev7/94)



# Public Service Commission

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

**DATE:**

**TO:** Blanco Bayó, Director, Records and Reporting

**FROM:** Joy Kelly, Chief, Bureau of Reporting

**RE:** DOCKET NO. 970892-72

HEARING DATE: 11/6/97

**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:

*Legal, AFAD, ORC, CMU, . . .*

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*

JK/pc

PSC/RAR 28 (Rev 7/94)



**State of Florida**

# **Public Service Commission**

## **-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. ~~970000-TL~~, 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:

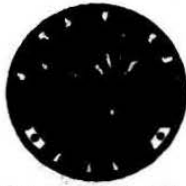
**LEGAL, AFAD, CMU, PC, SOLD**

Acknowledged by:

*JK*

JK/pc

PSC/RAR 28 (Rev7/94)



**State of Florida**

# **Public Service Commission**

## **-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. ~~970000-11~~, 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**

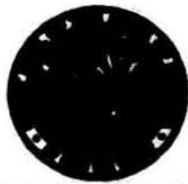
Acknowledged by:

*mas*

JK/pc

PSC/RAR 28 (Rev7/94)





**State of Florida**

# **Public Service Commission**

## **-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. ~~000000-11~~ 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**

**Acknowledged by:**

*was*

**JK/pc**

**PSC/RAR 28 (Rev7/94)**



**State of Florida**

# **Public Service Commission**

## **-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. 97082-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

**JK/pc**

**PSC/RAR 28 (Rev7/94)**



State of Florida

# Public Service Commission

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

**DATE:** October 14, 1997  
**TO:** Blanca Bayó, Director, Records and Reporting  
**FROM:** Joy Kelly, Chief, Bureau of Reporting  
**RE:** DOCKET NO. 900000-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:

*JK*

JK/pc

PSC/RAR 28 (Rev7/94)

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-Caldwell-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 Bane

.....  
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

decided at Monday's Internal Affairs 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**

**PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS**

**123 SOUTH CALHOUN STREET  
POST OFFICE BOX 6526  
TALLAHASSEE, FLORIDA 32314**

**(850) 222-7500**

**FAX (850) 224-8551**

**FAX (850) 425-3415**

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

**July 21, 1998**

**JAMES S. ALVES  
BRIAN H. BISEAU  
KATHLEEN BLIZZARD  
RICHARD S. BRIGHTMAN  
KEVIN B. COVINGTON  
PETER C. CUNNINGHAM  
RALPH A. DiMEO  
THOMAS M. DiROSE  
RANDOLPH M. GIDDINGS  
WILLIAM H. GREEN  
KIMBERLY A. GRIPPA  
WADE L. HOPPING  
GARY K. HUNTER, JR.  
JONATHAN T. JOHNSON  
ROBERT A. MANNING  
FRANK E. MATTHEWS  
RIC AND D. NELSON**

**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  
ROBERT P. SMITH  
CHERYL G. STUART  
W. STEVE SYKES  
T. KENT WETHERELL, II  
  
OF COUNSEL  
ELIZABETH C. BOWMAN**

**BY HAND DELIVERY**

**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,**

*RDM*

**Richard D. Nelson**

**RDM/mee  
cc: Blanca Bayo**

**970882-TI**

**RECORDED AND  
REPORTING**

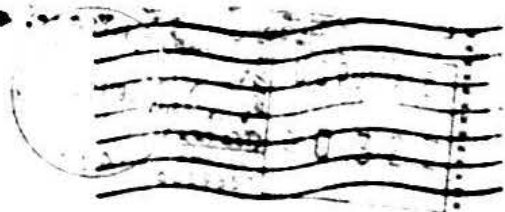
**93 JUL 22 PM 1:14**

**RECEIVED-FPSC**

HOPPING GREEN SAMS & SMITH  
PROFESSIONAL ASSOCIATION

POST OFFICE BOX 6526

TALLAHASSEE, FLORIDA 32314



Mrs. Blanca S. Bays  
Director, Division of Records & Reporting  
Florida Public Service Commission  
2540 S. ... 1 St.  
~~Tallahassee~~





From: Jorge Cruz-Bustillo

To:

Blanca Bayo, Dick Durbin, Kathy  
Lewis, Kay Flynn, Kelly Biegalski,  
Pamela Johnson, Rick Moses

Subject: fwd: The PSC receiv

-----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 caution 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 L. ADE  
 LYNN R. AYCOCK  
 W. O. BROWN, JR.  
 T. M. C. C. C. C.  
 JAMES E. GIBBS  
 L. M. G. G. G. G.  
 S. F. H. H. H. H.  
 T. M. L. L. L. L.  
 M. E. L. L. L. L.  
 S. F. H. H. H. H.  
 S. F. H. H. H. H.

ONE INDEPENDENT DRIVE - SUITE 3000  
 JACKSONVILLE, FLORIDA 32202

MAILING ADDRESS:  
 POST OFFICE BOX 59  
 JACKSONVILLE, FLORIDA 32201  
 TELEPHONE (904) 354-2050  
 TELEFAX (904) 354-2042

BARBARA CHARLITE JOHNSON  
 MYRA L. JOHNSON  
 ROBERT D. JOHNSON  
 JAMES H. JOHNSON  
 JAMES H. JOHNSON, JR.  
 JAMES H. JOHNSON, JR.  
 JAMES H. JOHNSON, JR.  
 JAMES H. JOHNSON, JR.  
 JAMES H. JOHNSON, JR.  
 JAMES H. JOHNSON, JR.  
 JAMES H. JOHNSON, JR.

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 Florida 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 hesitate to call me.

Sincerely yours,

  
 Scott G. Schildberg

SGS/msa

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

**State of Florida**



Bianca S. Bayó, Director  
Division of Records and Reporting  
(889) 412-6776

**Public Service Commission**

October 1, 1997

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

RE: Docket No. 970682-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 Boisvert:

This will confirm our reservations at the The Heritage Holiday Inn on Wednesday, November 19, 1997, at 10:00 a.m., in the Banquet Room, 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 9:00 a.m. There will be approximately 100 people present at the workshop.

As previously discussed, the rental will be \$350. In addition, the cost for six table microphones, 1 podium microphone, stereo amplifier, two speakers, and one mixer will be \$260. Payment will follow once the workshop is held and an invoice received. Copies of a room diagram, tax exempt and insurance certificates are enclosed.

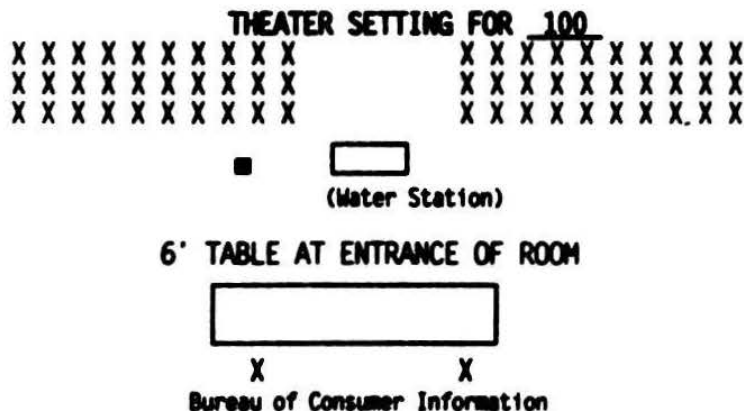
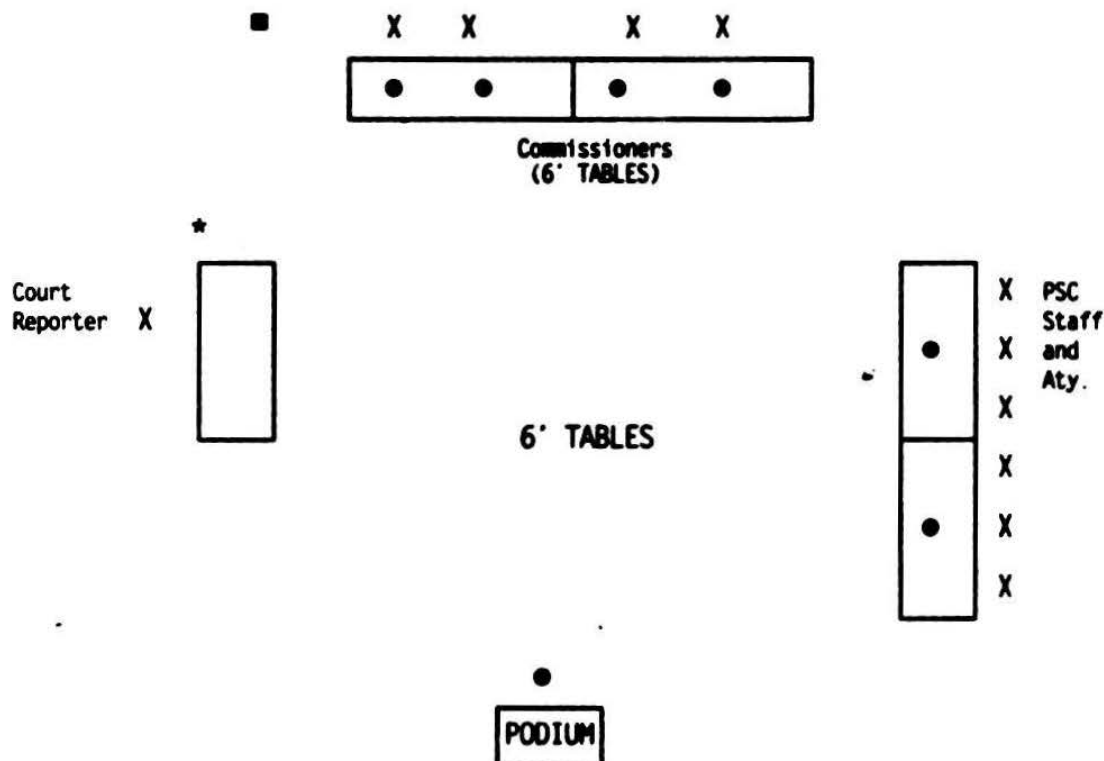
I appreciate the opportunity to use this facility for our workshop. Please call me if you have questions regarding this matter.

Sincerely,

*Bianca S. Bayó*  
Bianca S. Bayó

BSB/cp  
Enclosure

**FLORIDA PUBLIC SERVICE COMMISSION  
HEARING ROOM CONFIGURATION FOR  
RULE DEVELOPMENT WORKSHOPS - SLAMMING - DOCKET NO. 970882-TI  
ST. PETERSBURG  
11/19/97 10:00 A.M.**



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

**LEGEND:**

- X 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:**

**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**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**

STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
CONSUMER'S CERTIFICATE OF EXEMPTION  
Issued Pursuant to Sales and Use Tax Law  
Chapter 212, Florida Statutes  
This Certificate is Non-Transferable

79432

ISSUE DATE 12/16/92	EXPIRATION DATE 12/16/97	CERTIFICATE NUMBER 47-04-025398-52C	TYPE OF ORGANIZATION STATE
------------------------	-----------------------------	--	-------------------------------

This is to certify that the organization indicated below is hereby exempt from the payment of Sales or Use Tax on the purchase or lease of tangible personal property, the lease of transient rental accommodations or real property.

Mailing Address:

Location Address:

FLORIDA PUBLIC SERVICE COMMISSION  
101 E GAINES STREET ROOM #G50  
TALLAHASSEE FL 32399-0850

101 E GAINES STREET ROOM #G50  
TALLAHASSEE FL 32399-0850

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
EXECUTIVE DIRECTOR  
L. H. FUCHS

SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

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 admissions, or is the lessor of transient rental accommodations or real property, your organization must register as a dealer pursuant 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.

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 personal benefit of any individual or officer of such organization. Misuse of this certificate will result in its revocation.



## CATERING CONTRACT

DAY WEDNESDAY DATE Nov 19  
 TIME START ABC END   
 ROOM ABC  
 POSTAL 850. 413-7118

ORGANIZATION SANDY SIMONS IN CHARGE  FILE # 904-413-6728  
 STREET  CITY  STATE 2P

ROOM  TIME SET BY   
 MINIMUM ATTENDANCE   
 DEPARTURE AT   
 TYPE OF SETTING   
 ROOM SET UP REQUIRED

THEATER STYLE

TIME SET BY   
 GUEST ARRIVAL   
 ROOM  SERVICE TIME   
 MINIMUM ATTENDANCE 100  
 DEPARTURE DATE   
 TYPE OF FUNCTION   
 ROOM SET UP REQUIRED   
 AM BREAK  TIME   
 PM BREAK  TIME   
 OTHER BREAK  TIME

WATER

OK  
SPS

## SPECIAL REQUIREMENTS - SEE ATTACHED

ROOM  EXPECTED RATE   
 SERVICE TIME FROM  TO   
 TYPE OF BAR SERVICE

ROOM RENTAL \$ 350.00 PER DAY  
 EQUIPMENT RENTAL \$  PER   
 PORT OF SERVICE \$  PER PERSON   
 FOOD SERVICE \$  PER PERSON   
 WINE SERVICE \$  PER

EXEMPT NUMBER   
 COPY OF EXEMPTION CERTIFICATE

BAR SERVICE \$  PER   
 AM BREAK  PER   
 PM BREAK  PER   
 OTHER BREAK  PER   
 THE ABOVE RATES ARE SUBJECT TO  % GRATUITY  
 % SALES TAX AND ENTERTAINMENT TAX (WHERE APPLICABLE)

- A full guarantee of the attendance at any catering function must be received before the date of the function for a Monday or Tuesday function must be received by 12:00 noon on the preceding Friday.
- If attendance falls below the guaranteed number, the customer will be charged for the guaranteed number. The Hotel will not be responsible for any over the guaranteed number.
- If fewer than 100 persons are served a meal in a banquet room a service charge of \$ 100.00 will be added to the banquet check.
- Percentage gratuity does not equal or exceed \$ 100.00 per banquet room. Charge for bar tender, per drink will be added to the banquet check. Each drink includes set up and tear-down of the bar.

## GENERAL POLICY

I have read the above contract and the Hotel's Catering Policies and Procedures printed on the reverse side and constituting a part of this contract and agree to the terms and conditions. This contract is subject to the Hotel's policies and procedures, and this contract is signed and received by the Hotel.

Diana S. Davis 9/10/97  
 CUSTOMER SIGNATURE

HOTEL REPRESENTATIVE

DATE

PLEASE SIGN AND RETURN SECOND COPY TO THE HOTEL





P.O. BOX 8446  
ST. PETERSBURG, FLORIDA 33738  
(813) 382-7834

## QUOTATION

[illegible]

10/1/57 Mr. Mearns

Page. 1

**BILL TO:**

**FI Public Service Commission  
Sandy Simmons**

**DELIVER TO:**

10/5/57

## Purchase Order File, Print, Send

**Federal PD**

**Sales Person**  
**Carol M. Langan**

74.00  
86.00

~~100.00~~  
74.00  
26.00

90.

**Subtotal  
Sales Tax  
Deductible**

260

~~275.00~~  
0.00  
0.00

TUTTAL

~~275.00~~ 00

26c

B87B

## 2. General

# MEMORANDUM

September 29, 1997

TO: Division of Appeals (Caldwell)

FROM: Blanca S. Bayó, Director *BSB*  
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 19, 1997 in St. Petersburg at 10:00 a.m.

The Heritage Holiday Inn

Banquet 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.

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  
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.**

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

**Marina Beach Resort - Suncoast Conference Center**  
6900 Sunshine Skyway Lane - St. Petersburg, FL 33711  
Phone: (813) 867-1151 ext.707 Fax: (813) 864-4094

## ENGAGEMENT FUNCTION SHEET

**Function Date: 11/19/97 (Wednesday)****Order Number 2087 (Tentative)**

<b>Organization:</b>	Fla. Public Service Commission
<b>Address:</b>	2540 Shumard Oak Blvd.
<b>City, St Zip:</b>	Tallahassee, FL 32399
<b>Telephone:</b>	(850) 413-6728
<b>Fax:</b>	(850) 413-7118
<b>Contact:</b>	Sandy Simmons
<b>Guests:</b>	70 (Actual)

FINANCIALS	
Subtotal:	\$675.00
Serv Chg:	
Tax:	
Total Order Cost:	\$675.00
Deposit:	30.00
Balance Due:	\$675.00
Cost Per Guest (70):	\$9.64

ROOM	SET-UP	SHOW AND SERVICE TIME
Sun/Sea Room	Theatre	10:00am-1:00pm (Serving - N/A)

<b>Theme:</b>	<b>Meeting/Seminar</b>
<b>Category:</b>	<b>Cold Contact</b>
<b>Description:</b>	<b>Government</b>
<b>Billing Type:</b>	
<b>Reference:</b>	<b>Cell 1a</b>

FOOD & BEVERAGE / SPECIAL REQUESTS		
Description Of Menu Item	Unit \$	Total \$
(1) N/T/S-CRYSTAL ROOM CHARGE	350.00	\$350.00
*****		
(1) N/T/S-Delivery and set-up charge	25.00	\$25.00
(1) N/T/S-Seven min	195.00	\$195.00
(1) N/T/S-Podium with mic	20.00	\$20.00
(1) N/T/S-Sound board with 8 mic pack	85.00	\$85.00
Court reporter patched in		
*****		
Set up a stage at head of room		
Set up mics on a stage table for speakers		
Theater seating for 75.		
*****		
T.A.Video to be here on 11/18 to deliver mixer and set it up.		

**ATTENTION:** I have read and agree to all policies set forth on the attached policy sheet. I understand any changes to this contract on my part, must be initiated by both parties involved to become valid. Any changes made by the Client after 72 business hours prior to function could result in additional set up fees.

CLIENT'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ MARINA BEACH RESORT Alan DATE 9/5/97

\*(Hotel does not permit any food or beverage to be brought on site or removed from premises after functions end.)

Initial Deposit (Non-Refundable) to hold room on a definite basis of \$ 500.00 was PAID on 9/1/97

Next Deposit Amount \$ 175.00 Due on or Before 11/15/97 Final Balance is Due 3 working Days Prior to Function.

\*(Menu prices are based on current market costs and are subject to change.)

State of Florida

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



Blanca S. Bayó, Director  
Division of Records and Reporting  
(877) 413-6770

Public Service Commission

September 29, 1997

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

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., Interchange Carrier Selection; 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Ms. Loecherer:

This will confirm our reservations at the Sheraton Harbor Place on Wednesday, November 5, 1997, at 6:30 p.m., in the Ballroom, 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 5:00 p.m. There will be approximately 100 people present at the workshop.

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 once the workshop is held and an invoice received. Copies of a room diagram, tax exempt and insurance certificates are enclosed.

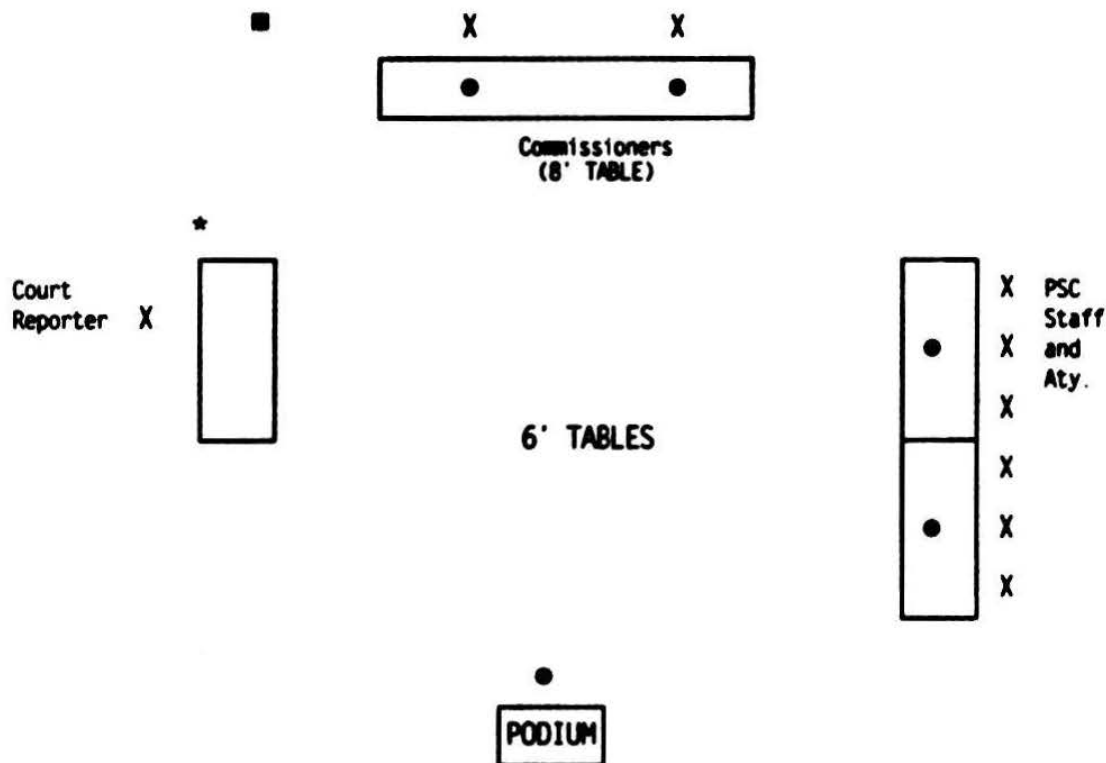
I appreciate the opportunity to use this facility for our workshop. Please call me if you have questions regarding this matter.

Sincerely,

*Blanca S. Bayó*  
Blanca S. Bayó

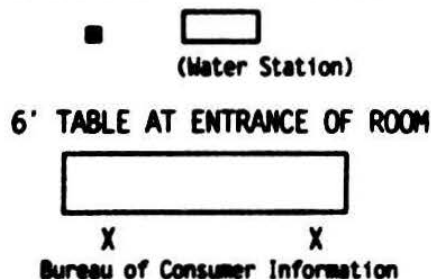
BSB/cp  
Enclosure

**FLORIDA PUBLIC SERVICE COMMISSION  
HEARING ROOM CONFIGURATION FOR  
RULE DEVELOPMENT WORKSHOP - SLANNING - DOCKET NO. 970882-TI  
FT. MYERS  
11/05/97 6:30 p.m.**



**THEATER SETTING FOR 100**

X X X X X X X X X X      X X X X X X X X X X  
 X X X X X X X X X X      X X X X X X X X X X  
 X X X X X X X X X X      X X X X X X X X X X



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

**LEGEND:**

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

STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
CONSUMER'S CERTIFICATE OF EXEMPTION  
Issued Pursuant to Sales and Use Tax Law  
Chapter 212, Florida Statutes  
This Certificate is Non-Transferable

79432

ISSUE DATE 12/16/92	EXPIRATION DATE 12/16/97	CERTIFICATE NUMBER 47-04-025398-52C	TYPE OF ORGANIZATION STATE
------------------------	-----------------------------	--	-------------------------------

This is to certify that the organization indicated below is hereby exempt from the payment of Sales or Use Tax on the purchase or lease of tangible personal property, the lease of transient rental accommodations or real property.

Mailing Address:

Location Address:

FLORIDA PUBLIC SERVICE COMMISSION  
101 E GAINES STREET ROOM #G50  
TALLAHASSEE FL 32399-0850

101 E GAINES STREET ROOM #G50  
TALLAHASSEE FL 32399-0850

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
EXECUTIVE DIRECTOR  
L. M. FUCHS

SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

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 admissions, or is the lessor of transient rental accommodations or real property, your organization must register as a dealer pursuant 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.

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 personal 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 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**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**

**BANQUET FUNCTION AGREEMENT**

Organization **FL. PUBLIC SERVICE COMMISSION**  
Contact **SAMMY STUBBS**  
Billing Address **PLEASE ADVISE**  
Billing Address  
DL 9/8/97

Day/Date **WEDNESDAY NOV. 5, 1997**  
Location **TIFFANY-80 RPT HALL**  
Food **SNACK**  
On Site **YES**  
Phone **904-413-6726**  
Fax **904-413-7116**

Type & Time of Function **MEETING 9:30PM-10:30PM**  
Estimate Attendance **100PPL**

ROOM	Location	*TYPING	Time	4:30PM	SEP-UP	Location	*TYPING	Time	4:30PM
------	----------	---------	------	--------	--------	----------	---------	------	--------

WATER STATION ONLY-NO OTHER F&B REQUESTED

4

-THEATER STYLE SEATING  
-U-SHAPED HEAD TABLE IN FRONT OF ROOM  
-TABLE TOP NICS ON HEAD TABLE  
-POD/NIC

PURCHASE ORDER AND TAX EXEMPT FORM DUE  
UPON RECEIPT OF CONTRACT.

ROOM RENTAL

\$400.00+

OTHER

656  
4

CHARGE/RENTAL FEE

TABLE TOP NICS \$115.00+ PER NIC  
-POD/NIC \$115.00+  
-SOUND REIN \$140.00+

Room	Location	Time	To	Method of Payment	Food
			Cash	<del>On Arrival</del>	Bar
			Check	III COVER On Conclusion	
			Call	PURCHASE	
			Premium	ORDER	
				Direct Bill	
				Not Avail	
				Dep. 1	
				Dep. 2	
				Dep. 3	
				Dep. 4	
				Dep. 5	
				Dep. 6	
				Dep. 7	
				Dep. 8	
				Dep. 9	
				Dep. 10	
				Dep. 11	
				Dep. 12	
				Dep. 13	
				Dep. 14	
				Dep. 15	
				Dep. 16	
				Dep. 17	
				Dep. 18	
				Dep. 19	
				Dep. 20	
				Dep. 21	
				Dep. 22	
				Dep. 23	
				Dep. 24	
				Dep. 25	
				Dep. 26	
				Dep. 27	
				Dep. 28	
				Dep. 29	
				Dep. 30	
				Dep. 31	
				Dep. 32	
				Dep. 33	
				Dep. 34	
				Dep. 35	
				Dep. 36	
				Dep. 37	
				Dep. 38	
				Dep. 39	
				Dep. 40	
				Dep. 41	
				Dep. 42	
				Dep. 43	
				Dep. 44	
				Dep. 45	
				Dep. 46	
				Dep. 47	
				Dep. 48	
				Dep. 49	
				Dep. 50	
				Dep. 51	
				Dep. 52	
				Dep. 53	
				Dep. 54	
				Dep. 55	
				Dep. 56	
				Dep. 57	
				Dep. 58	
				Dep. 59	
				Dep. 60	
				Dep. 61	
				Dep. 62	
				Dep. 63	
				Dep. 64	
				Dep. 65	
				Dep. 66	
				Dep. 67	
				Dep. 68	
				Dep. 69	
				Dep. 70	
				Dep. 71	
				Dep. 72	
				Dep. 73	
				Dep. 74	
				Dep. 75	
				Dep. 76	
				Dep. 77	
				Dep. 78	
				Dep. 79	
				Dep. 80	
				Dep. 81	
				Dep. 82	
				Dep. 83	
				Dep. 84	
				Dep. 85	
				Dep. 86	
				Dep. 87	
				Dep. 88	
				Dep. 89	
				Dep. 90	
				Dep. 91	
				Dep. 92	
				Dep. 93	
				Dep. 94	
				Dep. 95	
				Dep. 96	
				Dep. 97	
				Dep. 98	
				Dep. 99	
				Dep. 100	

One \$75 Reservation fee per hour is waived with each \$1000 in business revenue.

If the arrangements above and on reverse side meet with your approval, please sign second copy and return by due date stated on this agreement. Upon receipt of the signed copy in our office, we will then consider the arrangements confirmed definite; until then we are holding the space on a "tentative" basis.

Customer Sales Signature/Date

Client Signature/Date

*[Signature]* 9/6/97  
F 918

*[Signature]* 9/10/97

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**

**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**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**

# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

## GENERAL LIABILITY

### CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the Florida Casualty Insurance Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

#### I. COVERAGES

##### General Liability Coverage—Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee agent or volunteer of the named insured, on such terms as may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.26, Florida Statutes.

#### II. DEFENSE, SET-TLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any suit against the insured alleging such injury, disease, disease, death or destruction of property and resulting damages on account thereof, even if such suit is groundless, false, or fraudulent, but the Fund may make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate;
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest awarded after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

#### III. DEFINITIONS

- (a) Named insured—The department or agency named herein.
- (b) Insured—State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer—Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 119, Part IV, Florida Statutes.
- (d) Agent—Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile—A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment—A land vehicle including machinery or apparatus attached thereto, whether or not self-propelled; (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, elevators, loaders, diggers and drills; concrete mixers other than the mix-in-transit type; graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment.

#### IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - (1) any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participated in his, unlawful assembly, public demonstration, mob violence, or civil disobedience, if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;

- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to property owned or occupied by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
  - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith; dominant domain proceedings or damage to persons or property of others arising therefrom;
- (i) to punitive damages;
- (j) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (k) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the board;
- (l) to liability related in any way with nuclear energy;
- (m) to liability assumed by the insured under any contract or agreement;
- (n) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (o) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

#### V. CONDITIONS

- A. Premium
 

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes and any rules promulgated thereunder.
- B. Audit
 

The Fund shall be permitted to examine and audit the insured's books 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 coverage, as far as they relate to the premium bases or the subject matter of this coverage.
- C. Insured's Duties in the Event of Occurrence, Claim or Suit
  - (1) Event of Occurrence
 

Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
  - (2) Notice of Claim or Suit
 

If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
  - (3) Assistance and Cooperation of the Insured
 

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in entering any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.
  - (4) Action Against the Fund
 

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

**BANQUET FUNCTION AGREEMENT**

Organization **FL. PUBLIC SERVICE COMMISSION**  
Contact **SANDY STUBBS**  
Mailing Address **PLEASE ADVISE**  
Billing Address  
DL 9/8/97

Day/Date **WEDNESDAY NOV. 5, 1997**  
Location **TIFFANY-DO NOT MOVE**  
Post **NAME**  
On Site **YES**  
Phone **904-413-6720**  
Fax **904-413-7110**

Type & Time of Function **MEETING 9:30PM-10:30PM**  
Estimate Attendance **1000PL**

Room	Location	Time	Room	Location	Time
	TIFFANY	Time 6:30PM		TIFFANY	Time 6:30PM

**WATER STATION ONLY-NO OTHER F&B REQUIRED**

**4**  
-THEATER STYLE SEATING  
-U-SHAPED HEAD TABLE IN FRONT OF ROOM  
-TABLE TOP MICS ON HEAD TABLE  
-FOOD/MIC

**PURCHASE ORDER AND TAX EXEMPT FORM DUE UPON RECEIPT OF CONTRACT.**

**BAR SERVICE \$400.00+**

**NOTE**

**CHARGE/RECORD VISUAL**

**4**  
-TABLE TOP MICS (\$15.00+ PER MIC)  
-FOOD/MIC (\$15.00+)  
-BAR SERVICE (\$400.00+)

BAR	Location	Time	To	By	Method of Payment	Final
	Open	Start	Cash		<del>On Account</del>	Final
	House	Call	Advance		III COVER	Final
					PURCHASE	Final
					ORDER	Final
					Direct Bill	Final
					Not Avail	Final
					Dep. 1	Final
					Dep. 2	Final
					Date Rec'd	Final
					1	Final

One \$75 Bartenders fee per bar is waived with each \$200 in beverage EXTENDED.

If the arrangements above and on reverse side meet with your approval, please sign second copy and return by due date stated on this agreement. Upon receipt of the signed copy in our office, we will then consider the arrangements confirmed definite; until then we are holding the space on a "tentative" basis.

Clerk Signature/Date *[Signature]* 9/16/97 Clerk Signature/Date *Blanca L. Davis 9/16/97*  
F 718  
**PLEASE SIGN AND RETURN**

**OK SPS**

**SHERATON® HARBOR PLACE HOTEL**

**FACSIMILE COVER LETTER**

DATE: Sat 9.1997  
FROM: SHERATON HARBOR PLACE HOTEL  
NAME: Bethany M. Loeschner  
PHONE: (941) 337-0300 ext. FAX: (941) 334-6835

**PLEASE DELIVER TO:**

NAME: Sandy Simmons  
FIRM: Fla Public Service Com.  
FAX: 904-413-7118  
TOTAL NUMBER OF PAGES, INCLUDING COVER: 2

Ms. Simmons.

Here are the Directions to the  
Hotel from the Airport.

Bethany



September 8, 1997

Ms. Sandy Simmons  
FLA. 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**

**FACSIMILE COVER LETTER**

DATE: Sept 9, 1997  
FROM: SHERATON HARBOR PLACE HOTEL  
NAME: Bethany M. Loecher  
PHONE: (941) 337-0300 ext. FAX: (941) 334-6835

**PLEASE DELIVER TO:**

NAME: Sandy Simmons  
FIRM: Fla Public Service Commission  
FAX: 904-413-7118  
TOTAL NUMBER OF PAGES, INCLUDING COVER: 2

---

Ms. Simmons.

Here is the Audio Visual Proposal  
from Matrix.

Please call if you have any Questions.

Bethany

**Att: Bethany Leacher**

**From: Eric Mass**

**Re: Florida Public Service Commission - Audio/Visual Equipment Request**

Here are the prices on the items requested.

5	Table Top Mics	\$15.00 ea.	\$75.00
1	Audio Mixer		40.00
		Subtotal	\$115.00
		15% Service Charge	17.25
		Grand Total	\$132.25

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

Sincerely,



**Eric Mass**

Nov 14 1997, 10:16 AM

**STATE OF FLORIDA**



**PUBLIC SERVICE COMMISSION**

**2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850**

**TO:**

**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 *BSB*

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

Ft. 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

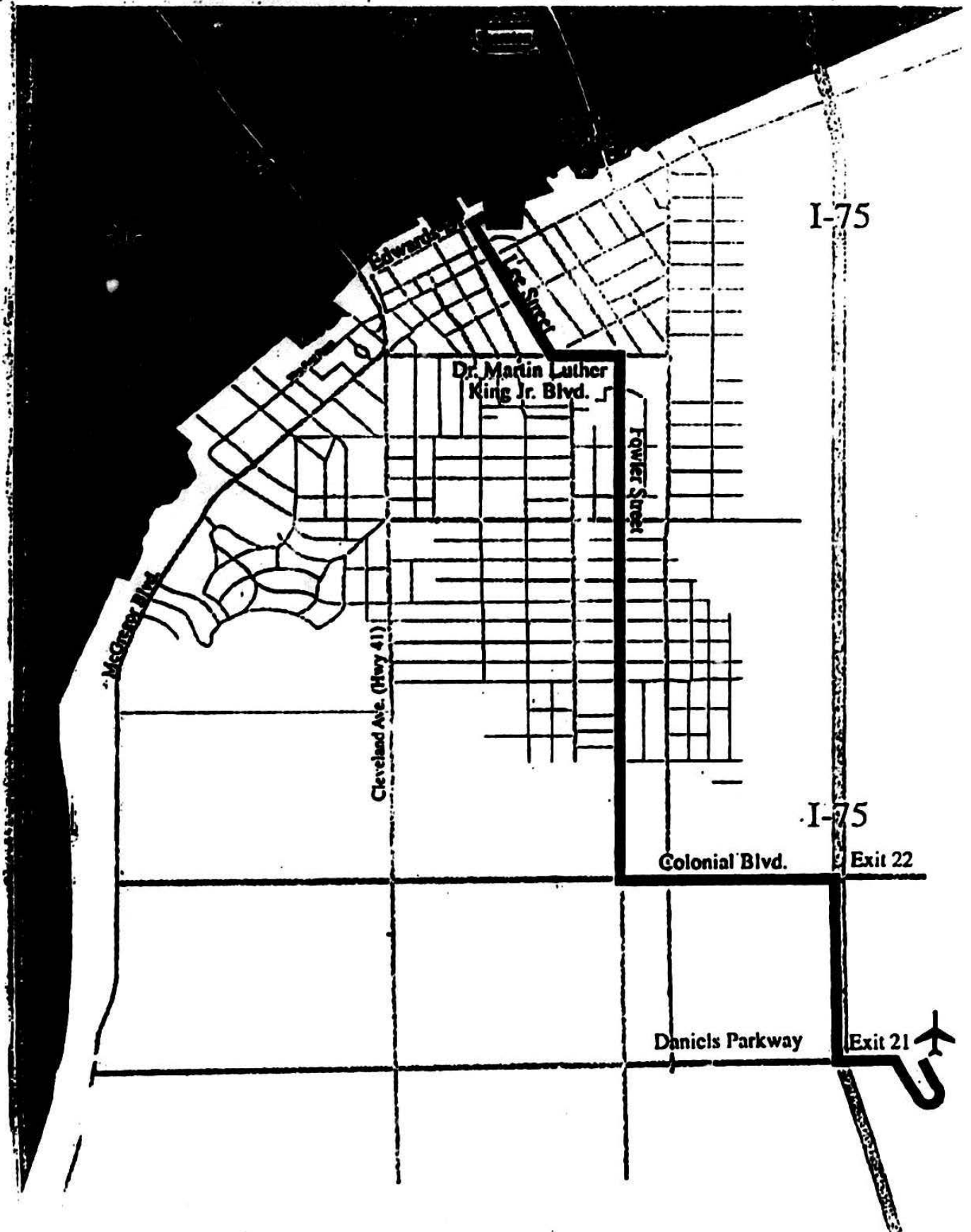
# **DIRECTIONS TO SHERATON HARBOR PLACE**

**BALLROOM  
2500 Edwards Drive  
Ft. Myers, Florida**

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

**OR**

**Follow signs from Ft. 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 arrive at the rear of the hotel.**



**Case Scheduling/Rescheduling Advice**

09/03/1997

**Page 1 of 2**

To:

<input checked="" type="checkbox"/>	Commissioner Deason
<input checked="" type="checkbox"/>	Commissioner Clark
<input checked="" type="checkbox"/>	Commissioner Kiebling
<input checked="" type="checkbox"/>	Commissioner Garcia
<input checked="" type="checkbox"/>	Executive Director
<input checked="" type="checkbox"/>	Public Information Officer

<input checked="" type="checkbox"/>	Deputy Ex. Director/Technical
<input checked="" type="checkbox"/>	Appeals Director
<input checked="" type="checkbox"/>	Legal Director
<input checked="" type="checkbox"/>	Auditing & Financial Analysis Director
<input checked="" type="checkbox"/>	Communications Director
<input checked="" type="checkbox"/>	Consumer Affairs Director

<input type="checkbox"/>	Electric & Gas Director
<input checked="" type="checkbox"/>	Records & Reporting Director
<input checked="" type="checkbox"/>	Research Director
<input type="checkbox"/>	Water & Wastewater Director
<input checked="" type="checkbox"/>	Court Reporter
<input checked="" type="checkbox"/>	Staff Contact - D Caldwell

From: Office of Chairman Julia L. Johnson

Docket No. 970822-TI

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

**1. Schedule Information**

Event	Former Date	New Date	Location	Time
Rule Development Workshop	J D	10/08/1997	Pensacola	18:30-20:00
Rule Development Workshop	All	10/20/1997	Tallahassee, 148	18:30-20:00
Rule Development Workshop	J D G C	10/23/1997	Miami	10:00-12:00
Rule Development Workshop	J D G C	10/23/1997	Pt. Lauderdale	18:30-20:00
Rule Development Workshop	J G C	10/24/1997	West Palm Beach	18:30-20:00
Rule Development Workshop	J K G	11/05/1997	Pt. Myers	18:30-20:00
Rule Development Workshop	J K G	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): 970822

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

**Former Assignments**

Hearing

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	KS	GR		

**New or Changed Assignments**

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	KS	GR		

Prehearing  
Officer

Commissioners						
JN	DS	CL	KS	GR	ADM	

Commissioners						
JN	DS	CL	KS	GR	ADM	

Remarks:

Document ID is 97082202.CCS

PSC/NAN 8 (0797)

**Case Scheduling/Rescheduling Advice**

FORM KEY IS 090397093555

**Page 2 of 2**

09/03/1997

To:

<input checked="" type="checkbox"/>	Commissioner Deason
<input checked="" type="checkbox"/>	Commissioner Clark
<input checked="" type="checkbox"/>	Commissioner Kissling
<input checked="" type="checkbox"/>	Commissioner Garcia
<input checked="" type="checkbox"/>	Executive Director
<input checked="" type="checkbox"/>	Public Information Officer

<input checked="" type="checkbox"/>	Deputy Ex. Director/Technical
<input checked="" type="checkbox"/>	Appeals Director
<input checked="" type="checkbox"/>	Legal Director
<input checked="" type="checkbox"/>	Auditing & Financial Analysis Director
<input checked="" type="checkbox"/>	Communications Director
<input checked="" type="checkbox"/>	Consumer Affairs Director

<input type="checkbox"/>	Electric & Gas Director
<input checked="" type="checkbox"/>	Records & Reporting Director
<input checked="" type="checkbox"/>	Research Director
<input type="checkbox"/>	Water & Wastewater Director
<input checked="" type="checkbox"/>	Court Reporter
<input checked="" type="checkbox"/>	Staff Contact - D Caldwell

From: Office of Chairman Julia L. Johnson

Docket No. 970882-TI

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

## 1. Schedule Information

Event	Former Date	New Date	Location	Time
Rule Development Workshop	J D G	11/20/1997	Jacksonville	14:30-16:00

Remarks: Docket(s): 970882

## 2. Hearing/Prehearing Assignment Information:

### Former Assignments

Hearing

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	KS	GR		

### New or Changed Assignments

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	KS	GR		

Prehearing  
Officer

Commissioners						ADM
JN	DS	CL	KS	GR		

Commissioners						ADM
JN	DS	CL	KS	GR		

Remarks:

Document ID is 97088202.CCS

PSC/NAN 8 (07/97)

FORM KEY IS 090397093555



# Case Assignment and Scheduling Record

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

Docket No. 970882-TJ

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 slandering and to determine the appropriate remedial measures.

Company: IXCs

Official Filing Date: \_\_\_\_\_

Last Day to Suspend: \_\_\_\_\_

Expiration: \_\_\_\_\_

Referred to:

("(") indicates OPR)

ADM AFA APP CAF (CNU) EAG GCL LEG RAR RRR WAW  
 \_\_\_\_\_ X \_\_\_\_\_

## Section 2 - OPR Completes and returns to RAR in 10 workdays.

## Time Schedule

Program/Module A18

### Staff Assignments

OPR Staff

Rick Moser  
Vix Cardina

Staff Counsel

Diana Caldwell

OPRs ( )

( )

( )

( )

( )

Recommended assignments for hearing and/or deciding this case:

Full Commission \_\_\_\_\_ Commission Panel \_\_\_\_\_  
 Hearing Examiner \_\_\_\_\_ Staff \_\_\_\_\_

Date filed with RAR: \_\_\_\_\_

Initials: OPR \_\_\_\_\_  
 Staff Counsel \_\_\_\_\_

WARNING: THIS SCHEDULE IS AN INTERNAL PLANNING DOCUMENT.  
 IT IS TENTATIVE AND SUBJECT TO REVISION.  
 FOR UPDATES CONTACT THE RECORDS SECTION: (850) 413-6770  
 Current CASR revision level

0

### Due Dates

Previous Current

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

## Section 3 - Chairman Completes

Assignments are as follows:

### - Hearing Officer(s)

Commissioners						Hrg. Exam.	Staff
ALL	JN	DS	CL	KS	GR		

### - Prehearing Officer

Commissioners					ADM
JN	DS	CL	KS	GR	

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 Member is assigned the full Commission decides the case.

Approved: \_\_\_\_\_

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

State of Florida



Blanca S. Bay6, Director  
Division of Records and Reporting  
(889) 413-6770

**Commissioners:**  
JULIA L. JOHNSON, CHAIRMAN  
J. TERRY DEASON  
SUZAN F. CLARK  
DIANE K. KIRKELING  
JOE GARCIA

Public Service Commission

September 29, 1997

Ms. Tany4 Dong  
Orlando City Hall  
Office of the City Clerk  
400 S. Orange Avenue  
Orlando, Florida 32801

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., Interchange Center Selection; 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Ms. Dong:

This will confirm our reservation of the Commission Chambers on November 6, 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 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 City Hall has 24 hour security and the uniformed officer will provide 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. Bay6*  
Blanca S. Bay6

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 Blvd. City Tallahassee State FL Zip 32399-0870  
Contact Person: Blanca S. Bayo Phone: (W) 850-413-6726 (H) ---  
Name of Event: Rule Development Workshop  
Description of Activities: Meeting with Commissioners, staff and interested persons

Location(s) Requested: 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  
If yes to either, City Council approval is required.

Will Tables and Chairs Be Set Up? ☐ Yes ☒ No  
If yes, floor plans must be submitted five business days before event.

Will Food Be Served? ☐ Yes ☒ No

If Yes, Provide Caterer'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? ☒ Yes ☐ No If Yes, 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 If Yes, How Many? \_\_\_\_\_

Will Decorations/Equipment Be Used Which Are Over 8' High? ☐ Yes ☒ No Will Tents Be Set Up? ☐ Yes ☒ 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: coverage certificate attached Phone: \_\_\_\_\_  
Insurance certificate must be attached.

Has Your Organization Used City Hall Previously? ☐ Yes ☒ No If Yes, Provide Date(s): \_\_\_\_\_

**Applicant agrees to comply with the Guidelines for Use attached as Exhibit "A" hereto. Falsification of information may result in rejection of this Agreement or cancellation of the event by the City of Orlando. Additionally, falsification may subject you to prosecution under Orlando City Code Section 43.16, False Information.**

Applicant's Signature: Blanca S. Bayo Date: 9/26/97

## HOLD HARMLESS/INSURANCE/COPYRIGHT AGREEMENT

The Applicant on his/her own behalf and on behalf of the organization using the facility hereby promises to indemnify and save harmless the City of Orlando, a municipal corporation, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Applicant, its officers, agents, servants, employees or others, or because of or due to the mere existence of the agreement between the parties.

The applicant shall supply a "Certificate of Insurance" reflecting a minimum coverage of \$300,000 bodily injury per occurrence and \$100,000 property damage. The City of Orlando shall be named as an additional insured which shall be noted on the Certificate. The Certificate shall indicate that the applicant's insurance policy shall not be cancellable without thirty days prior written notice to the City.

Applicant 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 any event covered under the agreement; and agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by applicant in connection with this Agreement and will defend the City from any such suit or action, regardless of whether it be provisions or fraudulent.

*Please see attached Florida Cancellation Insurance Certificate 8/15-*

Signature \_\_\_\_\_

Date \_\_\_\_\_

**RADON GAS NOTICE:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Orange County Health Department. PS 404.054(8).

## TO BE COMPLETED BY THE CITY OF ORLANDO

Certificate of Insurance verified _____	Liquor License required? _____	Y/N _____	Verified _____	Date _____
Other permit(s) required: _____	Type _____	Verified _____	Date _____	
<b>CHARGES</b>				
Non-refundable Use Application Fee	\$ _____	Music Copyright Fee	\$ _____	
Insurance Fee	\$ _____	6 % Sales Tax Fee	\$ _____	
City Personnel Fee	\$ _____	OR Tax Exempt Number	_____	
Hrs. _____ x Rate _____	\$ _____			
Sub-Total	\$ _____	Date	_____	
Deposit Paid	\$ _____	Balance must be paid on or before	_____	Date _____
Total Due	\$ _____			

MAKE CHECKS PAYABLE TO THE CITY OF ORLANDO.

Application Approved \_\_\_\_\_; Disapproved \_\_\_\_\_ (Reason for disapproval) \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_



**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**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**

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

State of Florida



Blanca S. Bayó, Director  
Division of Records and Reporting  
(888) 413-6770

**Public Service 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:

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,

Handwritten signature of Blanca S. Bayó in cursive script.

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  
                                 \$200,000.00 each occurrence**

**Inception Date:    07/01/97**

**Expiration Date:    07/01/98**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**



# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

## GENERAL LIABILITY

### CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the Florida Casualty Insurance Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 A.M. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

#### I. COVERAGES

##### General Liability Coverage—Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 264, Part II and Section 768.26, Florida Statutes.

#### II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any suit against the insured alleging such injury, damages, disease, death or destruction of property and seeking damages on account thereof, even if such suit is groundless, false, or fraudulent, but the Fund may make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate;
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

#### III. DEFINITIONS

- (a) Named insured—The department or agency named herein.
- (b) Insured—State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer—Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent—Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile—A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment—A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled; (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, cranes, loaders, diggers and drills; concrete mixers (other than the mini-skid-steer type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment.

#### IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - (1) any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participated in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience, if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;

- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises owned by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
  - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith; provided that such proceedings or damage to persons or property of others arising therefrom;
- (i) to punitive damages;
- (j) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (k) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the board;
- (l) to liability related in any way with nuclear energy;
- (m) to liability assumed by the insured under any contract or agreement;
- (n) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (o) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

#### V. CONDITIONS

- A. Premium
 

Premium charges shall be assessed in accordance with the provisions of Chapter 264, Part II, Florida Statutes and any rules promulgated thereunder.
- B. Audit
 

The Fund shall be permitted to examine and audit the insured's books 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 coverage, as far as they relate to the premium bases or the subject matter of this coverage.
- C. Insured's Duties in the Event of Occurrence, Claim or Suit
  - (1) Event of Occurrence
 

Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the insured and all known witnesses, shall immediately be given by or for the insured to the Fund.
  - (2) Notice of Claim or Suit
 

If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim, or suit prior to a settlement agreement or the insured of written obliging liability, shall void coverage by the Fund, for that claim.
  - (3) Assistance and Cooperation of the Insured
 

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in entering any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.
  - (4) Action Against the Fund
 

No action shall be against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.



State of Florida



Blanca S. Bayó, Director  
Division of Records and Reporting  
(889) 413-6776

Commissioners:  
JULIA L. JOHNSON, CHAIRMAN  
J. TREBY DEASON  
SUZAN F. CLARK  
BLANCA E. KEEBELING  
JOE GARCIA

## Public Service Commission

September 26, 1997

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

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., Interchange 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.

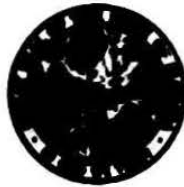
As previously discussed, the rental will be \$280. Please advise the cost for four table microphones, 1 podium microphone, and one mixer. Payment will follow once the workshop is held and an invoice received. Copies of a room diagram, tax exempt and insurance certificates are enclosed.

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

Sincerely,

*Blanca S. Bayó*  
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**

**\$200,000.00 each occurrence**

**Inception Date: 07/01/97**

**Expiration Date: 07/01/98**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**

STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
CONSUMER'S CERTIFICATE OF EXEMPTION  
Issued Pursuant to Sales and Use Tax Law  
Chapter 212, Florida Statutes  
This Certificate is Non-Transferable

79432

ISSUE DATE 12/16/92	EXPIRATION DATE 12/16/97	CERTIFICATE NUMBER 47-04-025398-52C	TYPE OF ORGANIZATION STATE
------------------------	-----------------------------	--	-------------------------------

This is to certify that the organization indicated below is hereby exempt from the payment of Sales or Use Tax on the purchase or lease of tangible personal property, the lease of transient rental accommodations or real property.

Mailing Address:

Location Address:

FLORIDA PUBLIC SERVICE COMMISSION  
101 E GAINES STREET ROOM #G50  
TALLAHASSEE FL 32399-0850

101 E GAINES STREET ROOM #G50  
TALLAHASSEE FL 32399-0850

XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
EXECUTIVE DIRECTOR  
L. M. FUCHS

SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

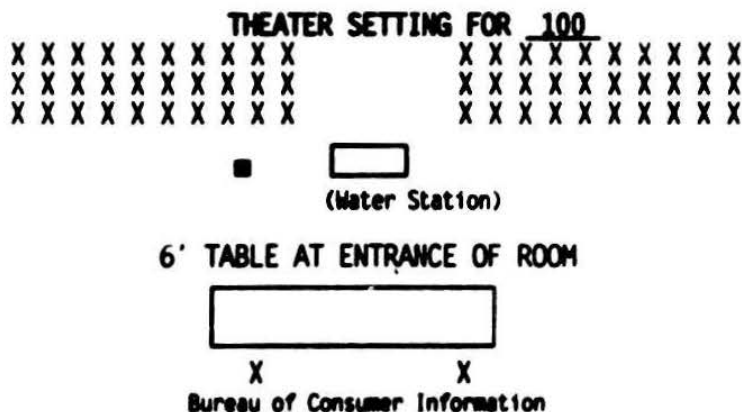
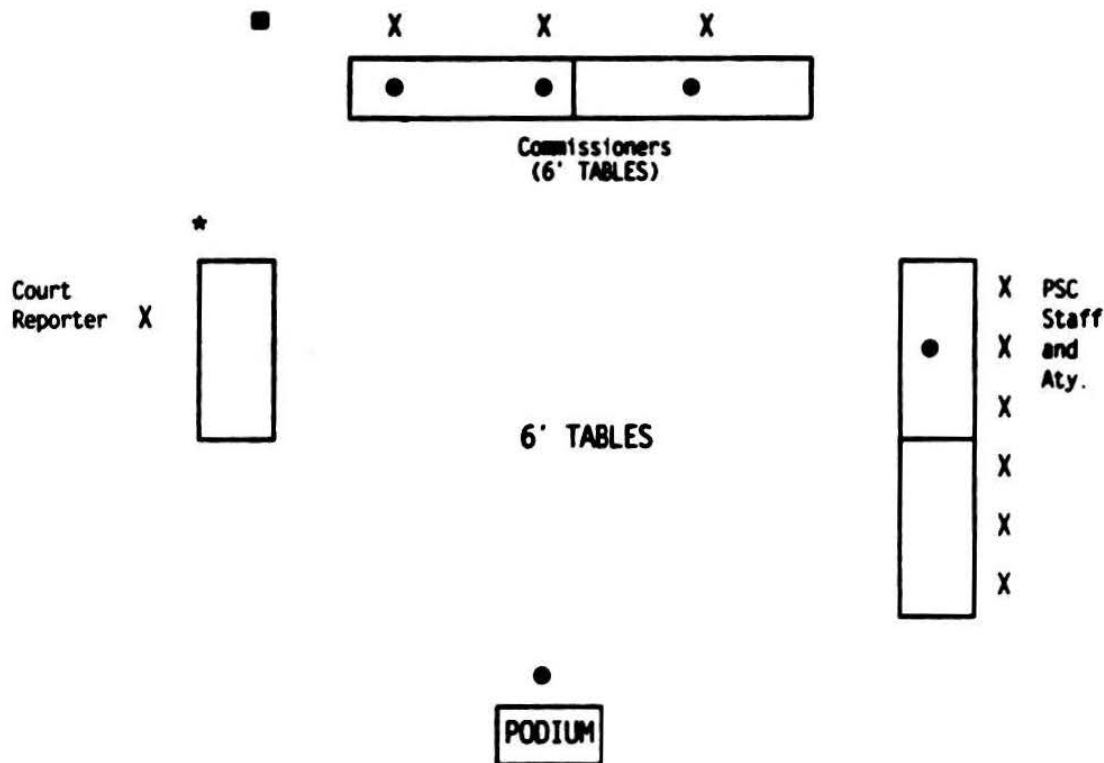
EXEMPT CODES AND ORGANIZATIONS ARE:

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 tangible admissions, or is the lessor of transient rental accommodations or real property, your organization must register as a dealer pursuant 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.

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 personal benefit of any individual or officer of such organization. Misuse of this certificate will result in its revocation.

**FLORIDA PUBLIC SERVICE COMMISSION  
HEARING ROOM CONFIGURATION FOR  
RULE DEVELOPMENT WORKSHOPS - SLAMMING - DOCKET NO. 970882-TI  
JACKSONVILLE  
11/20/97 2:30 P.M.**



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

**LEGEND:**

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

# MEMORANDUM

September 29, 1997

TO: Division of Appeals (Caldwell)

FROM: Blanca S. Bayó, Director *BSB*  
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 Thursday, November 20, 1997 in Jacksonville at 2:30 p.m.

Prime Osborn Convention Center

Room 102

1000 Water Street

Jacksonville, Florida 32204

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 (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-5 (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 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 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.

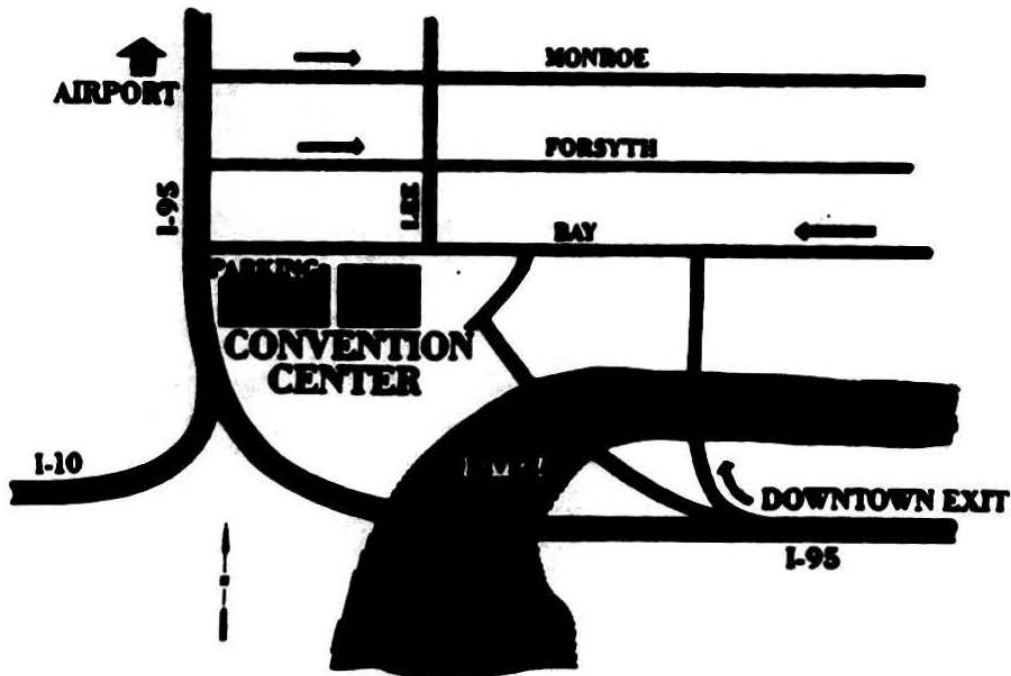
**FROM THE MAIN STREET BRIDGE** - After crossing the Bridge, turn left on Bay Street and follow Bay Street to the Convention Center.

**PUBLIC PARKING IS LOCATED BEHIND THE BUILDING**

**DIRECTIONS TO JACKSONVILLE'S  
PRIME F. OSBORN III CONVENTION CENTER**

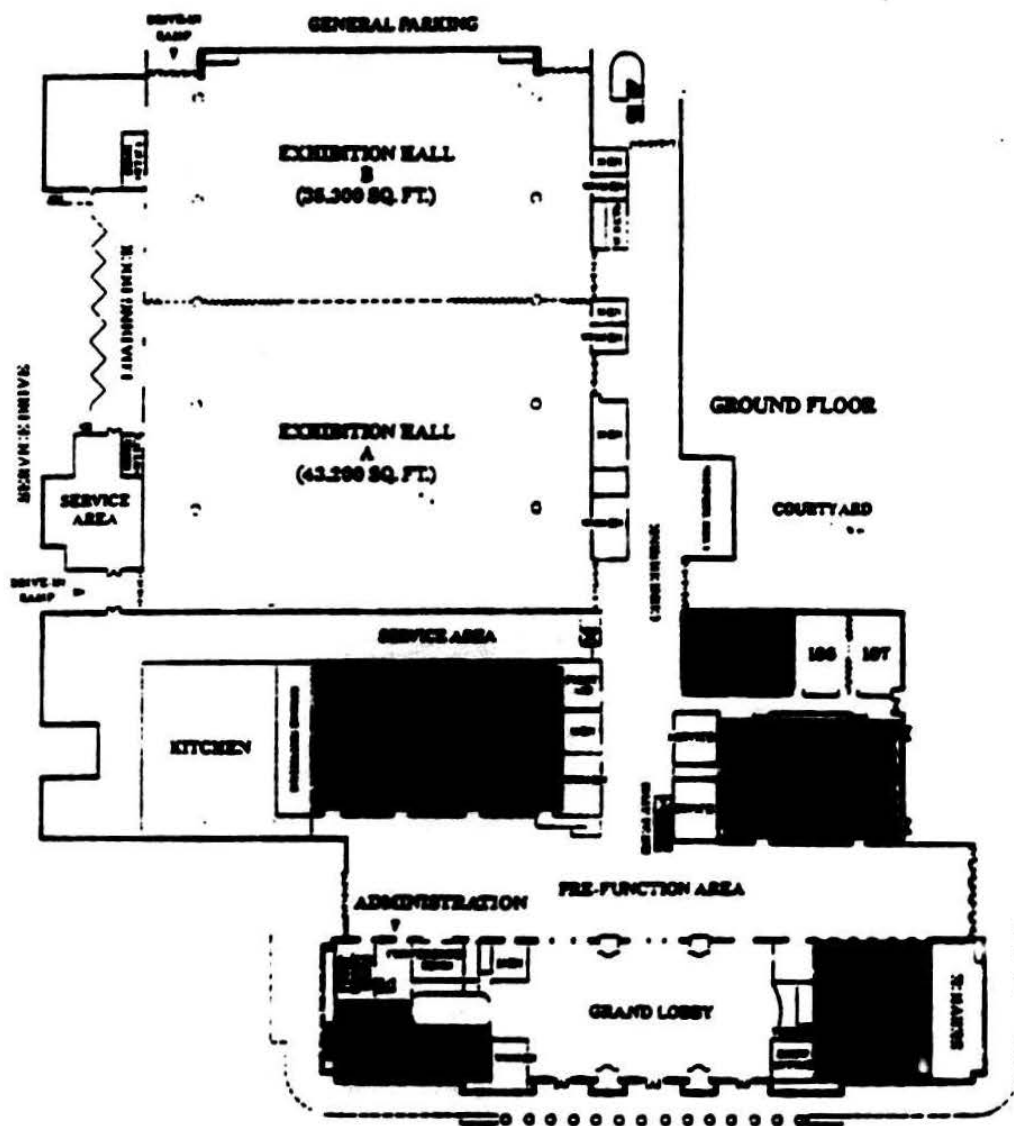
**FROM I-10 AND I-95 HEADING NORTH, TAKE THE MONROE STREET EXIT INTO DOWNTOWN. TURN RIGHT ON LEE STREET AND RIGHT ON BAY STREET. PROCEED TO THE CONVENTION CENTER PARKING LOT ON BAY STREET.**

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





PRIME F. OSBORN CONVENTION CENTER  
JACKSONVILLE, FLORIDA



# JACKSONVILLE SPORTS, ENTERTAINMENT & CONVENTION FACILITIES

1000 Water Street  
Jacksonville, FL • 32204  
(904) 630-4000 • Fax (904) 630-0232



FACILITY  
MANAGEMENT  
WORLDWIDE

## FAX TRANSMISSION

Date: 10-14-97 Pages to follow: 0

To: Blanca Bayo  
Company: \_\_\_\_\_  
Fax #: 850-413-7118 Phone #: 850-413-6732

From: Teresa White

Fax #: 630-4029 Phone #: 630-4014

Message: Here is your price breakdown  
for your A/V needs.

1 podium/mic		0
4 table mics	@ \$25	\$100.00
mixer		\$25.00
13" TV/VCR		\$55.00
8' screen/dress kit : OH		50.00
		\$230.00
		total

Pls. call w/any questions.  
Teresa

The information contained in this transmission is privileged and confidential. It is intended only for the use of the individual or entity named above. If you are neither the intended recipient nor an agent or employee responsible for delivering the document to the intended recipient, you may not read, disseminate, copy or otherwise use the information. If you have received this transmission in error, please notify us immediately.

## CONTINENTAL UNITED STATES

**Northeast**  
Albany, New York —  
Reno Arena  
Atlantic City, New Jersey —  
Atlantic City Convention Facilities  
Long Island, New York —  
Nassau Veterans Memorial Coliseum  
Niagara Falls, New York —  
Niagara Falls Civic Facilities  
Philadelphia, Pennsylvania —  
Civic Center, Philadelphia Spectrum  
Pittsburgh, Pennsylvania —  
Pittsburgh Civic Arena, Three Rivers Stadium  
Providence, Rhode Island —  
Rhode Island Convention Center  
Richmond, Virginia —  
Richmond Coliseum  
Worcester, Massachusetts —  
Curtis Arena, Worcester Convention Center

**Southeast**  
Baton Rouge, Louisiana —  
Baton Rouge Convention Center  
Fort Lauderdale, Florida —  
Broward County Convention Center  
Jacksonville, Florida —  
Jacksonville Civic Facilities  
New Orleans, Louisiana —  
Louisiana Superdome  
Memphis, Tennessee —  
Memphis Civic Convention Center  
Miami Beach, Florida —  
Miami Beach Convention Center, Glades Theater  
Mobile, Alabama —  
Mobile Civic Arena, Mobile Convention Center  
Tampa Bay, Florida —  
Ice Palace

**West/Midwest**  
Columbus, Ohio —  
Greater Columbus Convention Center  
Chicago, Illinois —  
Soldier Field  
Denver, Colorado —  
Denver Convention Complex  
Grand Rapids, Michigan —  
Grand Center Van Andel Arena  
Los Angeles, California —  
Los Angeles Coliseum, LA Sports Arena  
Long Beach, California —  
Long Beach Convention & Entertainment Center  
Peoria, Illinois —  
Peoria Civic Facilities  
Salt Lake, Utah —  
Salt Palace Convention Center  
San Francisco, California —  
Moscone Convention Complex  
Tampa, Florida —  
Rampage Sports

**HAWAII**  
Honolulu, Hawaii —  
Hawaii Convention Center

**CANADA**  
Toronto, Ontario —  
National Trade Center

**CARIBBEAN**  
San Juan, Puerto Rico —  
Cofres de Otero

**EUROPE**  
London, England —  
London Arena  
Sheffield, England —  
Sheffield Arena  
Oslo, Norway —  
Oslo Spectrum  
• Under Construction



RECEIVED

SMG EVENT # 05202

# Lease Agreement

OCT 13 1997

THIS AGREEMENT, by and between FPSC - Records Reporting, and SMG, herein called Lessor, and

**FLORIDA PUBLIC SERVICE COMMISSION**

herein called Lessee, whose address is 2540 SHUMARD OAK BLVD.

TALLAHASSEE, FL 32399-0850

## WITNESSETH

That in consideration of the mutual agreements herein contained, the Lessor hereby leases to Lessee, and the Lessee hereby accepts, subject to the terms and conditions herein set forth, premises located in the PRIME F. OSBORN III CONVENTION CENTER.

### ARTICLE I. Premises:

Exhibit Halls \_\_\_\_\_

Meeting Rooms 102

Lobbies \_\_\_\_\_

Other \_\_\_\_\_

for a period of 1 day, commencing at 1:00pm on the 20th day of Nov., 1997 and ending at 7:00pm

on the 20th day of November, 1997, of which period \_\_\_\_\_ will be used for move-in or move-out purposes.

Said premises are to be used by Lessee for the sole purpose of Florida Public Service Commission Hearing

and for no other purpose whatsoever.

### ARTICLE II. Compensation:

In consideration of the grant of the license by Lessor to use the Premises as provided herein, the Lessee agrees to pay Lessor rent to be calculated

according to the Convention Center's Meeting Rate Schedule, a copy of which is attached to this lease as Exhibit "A".

#### A. Terms of Payment:

Total estimated rental based upon minimum hall usage is \$280.00. Final rental is subject to determination, made at or before settlement, of actual amount of space used in each hall and meeting space. This estimation does not include any applicable Federal, State or City taxes.

Lessee shall deposit \$ 0.00 with the Lessor at the time this Agreement is executed, which amount shall be forfeited to the Lessor in the event of any default by Lessee under this Agreement and which sum shall be in addition to any legal rights of the Lessor and to any other sums owed by Lessee.

Balance of rent and other sums due herein are due and payable as follows: All charges due thirty days from date of invoice.

#### B. Additional Sums: 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 materials furnished to or loaned 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 exclusive caterer covering such services. Lessee shall refer to the catering agreement for any deposit requirements by Lessor's caterer, which shall be in addition to any sums paid under this Agreement to Lessor.

### ARTICLE III. Insurance:

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

- (i) Comprehensive General Liability - Insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased hereunder, such insurance to afford immediate protection to the limit of not less than \$1,000,000. Such insurance shall include also Blanket Contractual Liability coverage and independent contractors liability, which insures contractual liability under the indemnification of Lessor by Lessee set forth above.
- (ii) Workers Compensation - Florida Statutory Coverage & Employer's Liability (including appropriate Federal Acts) in the Statutory Limit / \$100,000.
- (iii) Products Liability if products are dispensed or sold by the Lessee.
- (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 and 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 list both Spectacor Management Group and the City of Jacksonville as additional insured.

Lessee agrees to reimburse Lessor 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:**

A. All curtains, draperies, and decorations made from textiles of combustible fibers or flammable materials must be flameproofed in a manner approved by the Jacksonville Department of Public Safety, Fire 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, stairways, ramps, or openings that reflect or admit light into any space in the premises and lighting adjustments shall not be covered or obstructed by Lessee except during "blackout" events, and then only in such manner as permitted by Lessor and Fire Division of the City of Jacksonville. Lessee shall give notice in its receipt 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 oil, burning fluids, gasolines, kerosene, naptha, 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 than air (helium, etc.) balloons shall not be brought into the premises.

I. 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 Lessor 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 load limits of any floor areas and ceiling tracks.

L. The premises shall be accepted by the Lessee "as is" and the cost of any rearrangement of existing equipment, furnishing and fixtures, to the extent permitted by Lessor, shall be the responsibility of Lessee.

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.

2. Use of installed public address equipment and one microphone for the exhibit hall and each meeting room in which public address equipment is installed. Additional sound equipment used will be charged at prevailing rates.

**ARTICLE V.****Floor Plans:**

Lessee 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 Lessee 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 Lessee's operating policies for the event. Lessor hereby reserves the right, by written notice to the Lessee, to require Lessee to make such changes, deletions or additions in the floor plan or the operation policies described therein as Lessor may deem reasonably necessary for the care and efficient operation of the Prime F. Osborn III Convention Center. Failure by Lessee to make any such reasonable changes, deletions, or additions requested by the Lessor within ten (10) days after receipt of notice thereof shall constitute a default entitling the Lessor to exercise those rights and remedies granted by Article XXVII herein. Lessee 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 nails, staples, hooks, 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, ceilings, 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 agreed that the walls, floors, ceilings, 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.

Materials may be attached in or to the premises by means of pins, ropes or ribbons, or in any other manner which will not mar, deface or damage the premises or its furnishings, and fixtures, 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, sidewalks, ceilings, facilities, and equipment on the premises and same shall be returned to Lessor in the same condition as when possession was received by Lessee, reasonable wear and tear excepted. Lessee shall pay to Lessor, 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, guests, 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 restore the licensed space or other parts of the Lessor'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, 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 not, post or exhibit only such signs, advertisements, show bills, posters or cards as are related to the purpose for which the premises have been leased. 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.****Security:**

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 aisles, except those areas covered by carpeting installed by Lessee. During the term of this agreement, Lessor shall clean and empty the restrooms and toilet facilities as are designed by Lessor; 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 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 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.****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 lawful 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 leased 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 Lessee 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 strikes, accident or other causes beyond the reasonable 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 apparatus 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 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 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. Objectionable 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 waives 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 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 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 clean at all times. Lessor may take such action as it deems necessary to insure compliance with this provision.

**ARTICLE XX. Risk of Damage 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 caterer all catering privileges, 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 dietary requirements for the event, such as Kosher food, in which case, at Lessor's discretion, at Lessee'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 merchandises, food, beverage, or service of any kind within the premises, including but not limited to novelties, souvenirs, record albums, programs, and coat checking. Lessee 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 permission 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-Harmless:**

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 judgments 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 Lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the premises leased 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, servants, 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, servants, employees, contractors, patrons, guests, licensees or invitees of the premises leased hereunder. Lessee covenants 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 than Lessee relating to this lease or to the premises leased 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 willful 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 Lessee to Lessor, and Lessor may take possession thereof as its own property and store same at the risk and expense of Lessee. Lessee hereby waives any right to claim the value of or any damage to such property and Lessor reserves the right to recover from Lessee the cost of disposing of and/or storing same. If said property is not reclaimed by Lessee within 30 days of date of termination of the Agreement, then said property will be sold at public auction and the proceeds of same will be applied first to the expenses of the action, then to Lessor's expense, and finally to Lessee.

**ARTICLE XXV. Retention:**

Lessee hereby authorizes Lessor 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. Default:**

If default occurs on the part of the Lessee in fulfillment 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 premises, or any part thereof, or if Lessee is adjudicated as bankrupt or an involuntary petition in bankruptcy is filed against it or any of its properties is seized upon levy or execution, then the Lessor may, at its option, forthwith terminate this Lease Agreement; in such case, the rent hereunder, whether accruing before or after such termination, shall constitute an estimate of Lessor's damage 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 term of the Agreement in violation of any laws, 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-Waiver:**

Failure by either party to insist 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 Lessee's payment for the services or any part or combination hereunder, or any purported oral modification or rescission 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 illegal or in conflict with any law of the State 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 waiver of any provisions hereof shall be effective unless set forth in a written instrument duly authorized and executed with the same formality as this Agreement.

Any remedy granted in this Lease 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 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.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized the

\_\_\_\_\_ day of \_\_\_\_\_, 199 \_\_\_\_\_.

\_\_\_\_\_  
WITNESS

SPECTACOR MANAGEMENT GROUP  
By   
Prime F. Osborn III  
LESSOR

\_\_\_\_\_  
WITNESS

By  9/26/97  
LESSEE



September 9, 1997

Ms. Blanca Bayo  
FLORIDA PUBLIC SERVICE COMMISSION  
2540 Shumard Oak Blvd.  
Tallahassee, 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:

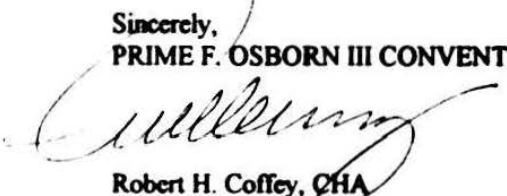
**SMG**  
1000 Water Street  
Jacksonville, FL 32204  
Attn: Finance Department

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, CHA  
Director

RHC/sbs

Enclosures



**SPECTACOR MANAGEMENT GROUP**  
**PRIME F. OSBORN III CONVENTION CENTER**

SMG EVENT # 05202

**Lease Agreement**

THIS AGREEMENT, by and between SMG, herein called Lessor, and \_\_\_\_\_

FLORIDA PUBLIC SERVICE COMMISSION

herein called Lessee, whose address is 2540 SEWARD OAK BLVD.

TALLAHASSEE, FL 32399-0850

WITNESSETH

That in consideration of the mutual agreements herein contained, the Lessor hereby leases to Lessee, and the Lessee hereby accepts, subject to its terms and conditions herein set forth, premises located in the PRIME F. OSBORN III CONVENTION CENTER.

ARTICLE I. Premises:

Exhibit Halls \_\_\_\_\_

Meeting Rooms 102

Lobbies \_\_\_\_\_

Other \_\_\_\_\_

for a period of 1 day, commencing at 1:00pm on the 20th day of Nov., 1997, and ending at 7:00pm on the 20th day of November, 1997, of which period \_\_\_\_\_ will be used for move-in or move-out purposes.

Said premises are to be used by Lessee for the sole purpose of Florida Public Service Commission Hearing

and for no other purpose whatsoever.

ARTICLE II. Compensation:

In consideration of the grant of the license by Lessor to use the Premises as provided herein, the Lessee agrees to pay Lessor rent to be calculated according to the Convention Center's Meeting Rate Schedule, a copy of which is attached to this lease as Exhibit A.

A. Terms of Payment:

Total estimated rental based upon minimum hall usage is \$280.00. Rental is subject to determination, made at or before settlement, of actual amount of space used in each hall and meeting space. This estimation does not include any applicable Federal, State or City taxes.

Lessee shall deposit \$ 0.00 with the Lessor at the time this Agreement is executed, which amount shall be forfeited to the Lessor in the event of any default by Lessee under this Agreement and which sum shall be in addition to any legal rights of the Lessor and to any other sums owed by Lessee.

Balance of rent and other sums due herein are due and payable as follows: All charges due thirty days from date of invoice.

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

Lessee shall also pay to Lessor, on demand, in addition to sums heretofore stated, any sum which may be due to the Lessor for such additional services, accommodations, or materials furnished to or for by 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 exclusive caterer covering such services. Lessee shall refer to the catering agreement for any deposit requirements by Lessor's caterer, which shall be in addition to any sums paid under this Agreement to Lessor.

ARTICLE III. Insurance:

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

- (i) Comprehensive General Liability - Insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased hereunder, such insurance to afford immediate protection to the limit of not less than \$1,000,000. Such insurance shall include also Blanket Contractual Liability coverage and independent contractors liability, which insures contractual liability under the indemnification of Lessor by Lessee set forth above.
- (ii) Workers Compensation - Florida Statutory Coverage & Employer's Liability (including appropriate Federal Acts) in the Statutory Limit \$100,000.
- (iii) Products Liability if products are dispensed or sold by the Lessee.
- (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 and 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 list both Spectacor Management Group and the City of Jacksonville as additional insured.

Lessee agrees to reimburse Lessor 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:

A. All curtains, draperies, and decorations made from textiles of combustible fibers or flammable materials must be flameproofed in a manner approved by the Jacksonville Department of Public Safety, Fire 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, stairways, ramps, or openings that reflect or admit light into any space in the premises and lighting adjustments shall not be covered or obstructed by Lessee except during "blackout" events, and then only in such manner as permitted by Lessor and Fire Division of the City of Jacksonville. Lessee 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, naphtha, 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 than air (helium, etc.) balloons shall not be brought into the premises.

I. 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 Lessor 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 load limits of any floor areas and ceiling tracks.

L. The premises shall be accepted by the Lessee "as is" and the cost of any rearrangement of existing equipment, furnishing and fixtures, to the extent permitted by Lessor, shall be the responsibility of Lessee.

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.

2. Use of installed public address equipment and one microphone for the exhibit hall and each meeting room in which public address equipment is installed. Additional sound equipment used will be charged at prevailing rates.

#### ARTICLE V. Floor Plans:

Lessee 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 Lessee 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 Lessee's operating policies for the event. Lessor hereby reserves the right, by written notice to the Lessee, to require Lessee to make such changes, deletions or additions in the floor plan or the operation policies described therein as Lessor may deem reasonably necessary for the care and efficient operation of the Prime F. Osborn III Convention Center. Failure by Lessee to make any such reasonable changes, deletions, or additions requested by the Lessor within ten (10) days after receipt of notice thereof shall constitute a default entitling the Lessor to exercise those rights and remedies granted by Article XXVII herein. Lessee 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 nails, staples, hooks, 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, ceilings, 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 agreed that the walls, floors, ceilings, 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.

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 fixtures, 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, sidewalks, ceilings, facilities, and equipment on the premises and same shall be returned to Lessor in the same condition as when possession was received by Lessee, reasonable wear and tear excepted. Lessee shall pay to Lessor, 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, guests, 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 restore the licensed space or other parts of the Lessor'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, 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 exhibit only such signs, advertisements, show bills, posters or cards as are related to the purpose for which the premises have been leased. 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. Security:

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 aisles, except those areas covered by carpeting installed by Lessee. During the term of this agreement, Lessor shall clean and supply the restrooms and toilet facilities as are designed by Lessor; 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 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 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. 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 lawful 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 leased 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 Lessee 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 strikes, accident or other causes beyond the reasonable 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 apparatus 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 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 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. Objectionable 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 waives 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 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 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 at all times. Lessor may take such action as it deems necessary to insure compliance with this provision.

**ARTICLE XX. Risk of Damage 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 caterer all catering privileges, 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 dietary requirements for the event, such as Kosher food, in which case, at Lessor's discretion, at Lessee'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 merchandise, food, beverage, or service of any kind within the premises, including but not limited to novelties, souvenirs, record albums, programs, and coat checking. Lessee 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 permission 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-Harmless:**

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 judgments 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 Lessee or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the premises leased 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, servants, 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, servants, employees, contractors, patrons, guests, licensees or invitees of the premises leased hereunder. Lessee covenants 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 than Lessee relating to this lease or to the premises leased 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 willful 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 Lessee to Lessor, and Lessor may take possession thereof as its own property and store same at the risk and expense of Lessee. Lessee hereby waives any right to claim the value of or any damage to such property and Lessor reserves the right to recover from Lessee the cost of disposing of and/or storing same. If said property is not reclaimed by Lessee within 30 days of date of termination of the Agreement, then said property will be sold at public auction and the proceeds of same will be applied first to the expenses of the action, then to Lessor's expense, and finally to Lessee.

ARTICLE XXV. Retention:

Lessee hereby authorizes Lessor 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. Default:

If default occurs on the part of the Lessee in fulfillment of any of the terms, covenants or conditions hereof, or if the Lessee causes or permits any waste or damage to be done to the premises, or any part thereof, or if Lessee is adjudicated as bankrupt or an involuntary petition in bankruptcy is filed against it or any of its properties is seized upon levy or execution, then the Lessor may, at its option, forthwith terminate this Lease Agreement; in such case, the rent hereunder, whether accruing before or after such termination, shall constitute an element of Lessor's damage 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 laws, 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-Waiver:

Failure by either party to insist 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 Lessee's payment for the services or any part or combination hereunder, or any purported oral modification or rescission 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 illegal or in conflict with any law of the State 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 waiver of any provisions hereof shall be effective unless set forth in a written instrument duly authorized and executed with the same formality as this Agreement.

Any remedy granted in this Lease 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 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.

IN WITNESS WHEREOF, the parties have executed this instrument or caused it to be executed by their representative duly authorized the

\_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_

SPECTACOR MANAGEMENT GROUP

\_\_\_\_\_  
WITNESS

By \_\_\_\_\_

Prime F. Osborn III Convention Center  
LESSOR

\_\_\_\_\_  
WITNESS

By \_\_\_\_\_

LESSEE

*James S. Bay* 5/26/97

**Commissioners:**

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

**State of Florida**



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

**Public Service Commission**

**September 26, 1997**

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

**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. 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  
                                 \$200,000.00 each occurrence**

**Inception Date:    07/01/97**

**Expiration Date:    07/01/98**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**



R 18  
R 19

HILLSBOROUGH BAY

MAISON LAKE  
ESTATES

K L M N O P



# DOWNTOWN TAMPA



# MEMORANDUM

September 26, 1997

TO: Division of Appeals (Caldwell)

FROM: Blanca S. Bayó, Director *BSB*  
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 19, 1997 in Tampa at 6:30 p.m.

Tampa City Hall

City Council Chambers, 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.



**SET-UP:** Three 12-foot tables in a u-shape at front of room

**Theater style seating for 100 audience facing head tables**

FACILITY PHONE NO. CONTACT	AVBL	SEAT CAPTY	MEETING ROOM RATES	AUDIO ON SITE	AUDIO RATES	PRKG	AP SHTL
Hillsborough Co. Comm. Board Rm 601 E. Kennedy Blvd. 2nd Floor Board Room Tampa 813/272-6461	no		Board meeting is scheduled on 15th - would probably be over by 4:30....				
Tampa City Hall Council Chambers 813/223-8251 274-8241 274-8131 Hazel - (AM)							
Museum of Science & Industry 813/987-6320 Pat Robison 4801 E. Fowler Ave. Tampa 33617							

**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 seating for 100 audience facing head tables

[illegible]



**Commissioners:**

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

**State of Florida**



**Blanca S. Bayó, Director  
Division of Records and Reporting  
(888) 413-6770**

**Public Service Commission**

**September 22, 1997**

**Ms. Elaine Magers  
Pensacola City Hall  
180 Governmental Center  
Pensacola, Florida 32501**

**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. 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**



**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**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**

# MEMORANDUM

September 17, 1997

TO: Division of Appeals (Caldwell)

FROM: Blanca S. Bayó, Director *BSB*  
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

Pensacola, Florida 32501

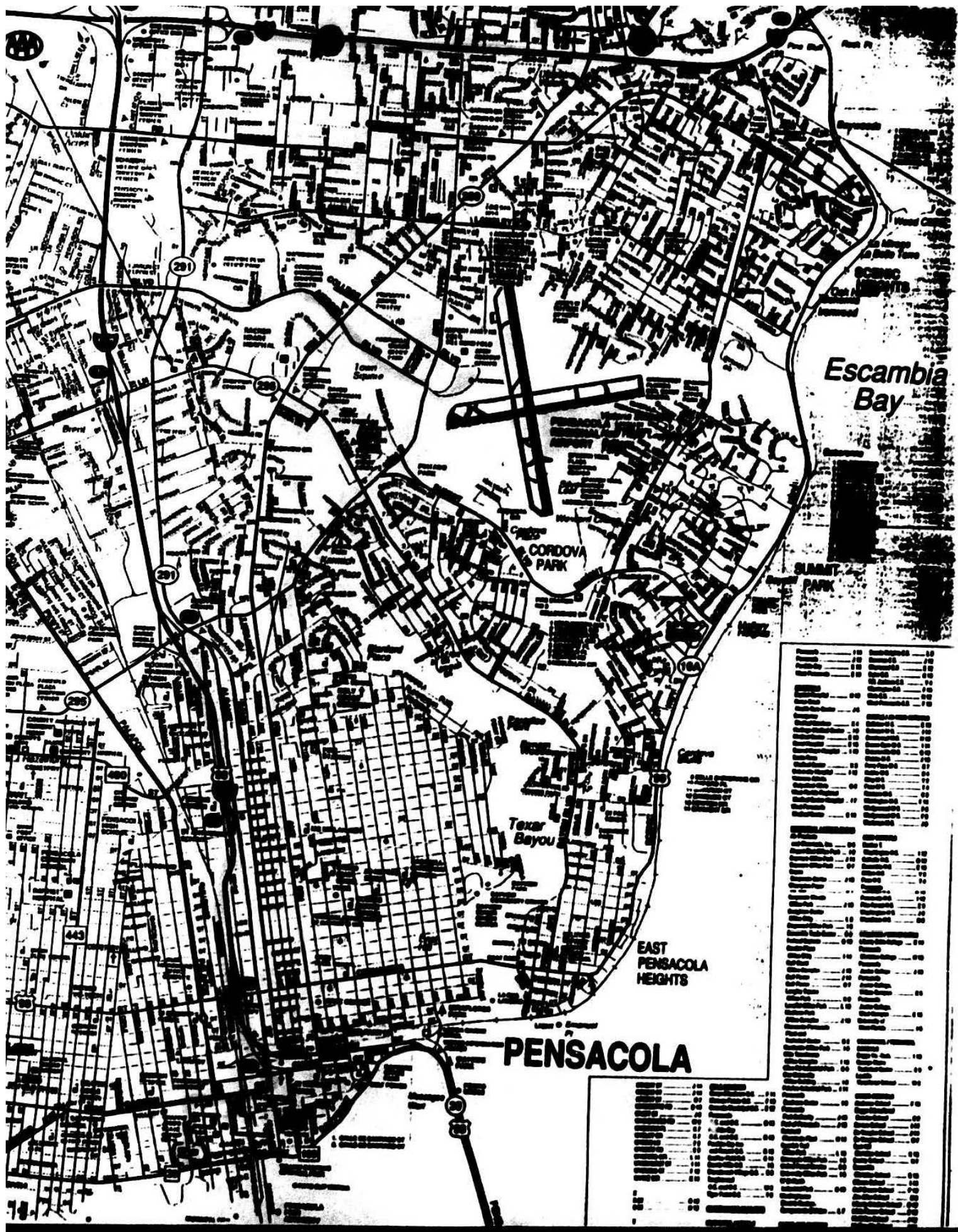
The contact person is Ms. Elaine Magers 904-435-1604.

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)  
Nanette Fisher







**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**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**



# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

## GENERAL LIABILITY

### CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the Florida Casualty Insurance Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

#### I. COVERAGES

##### General Liability Coverage—Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 264, Part II and Section 768.28, Florida Statutes.

#### II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any suit against the insured alleging such injury, disease, disease, death or destruction of property and seeking damages on account thereof, even if such suit is groundless, false, or fraudulent, but the Fund may make such investigation, negotiation, and settlement of any claim or suit as it deems appropriate;
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

#### III. DEFINITIONS

- (a) Named Insured—The department or agency named herein.
- (b) Insured—State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer—Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent—Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile—A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment—A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled; (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, elevators, loaders, diggers and drills; concrete mixers (other than the sub-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment.

#### IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - (1) any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience, if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;

- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
  - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
  - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith; prominent claim proceedings or damage to persons or property of others arising therefrom;
- (i) to punitive damages;
- (j) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (k) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the board;
- (l) to liability related in any way with nuclear energy;
- (m) to liability assumed by the insured under any contract or agreement;
- (n) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (o) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

#### V. CONDITIONS

##### A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 264, Part II, Florida Statutes and any rules promulgated thereunder.

##### B. Audit

The Fund shall be permitted to examine and audit the insured's books 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 coverage, as far as they relate to the premium bases or the subject matter of this coverage.

##### C. Insured's Duties in the Event of Occurrence, Claim or Suit

###### (1) Event of Occurrence

Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.

###### (2) Notice of Claim or Suit

If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.

###### (3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

###### (4) Action Against the Fund

No action shall be against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

# MEMORANDUM

September 17, 1997

TO: Division of Appeals (Caldwell)

FROM: Blanca S. Bayó, Director *BSB*  
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

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

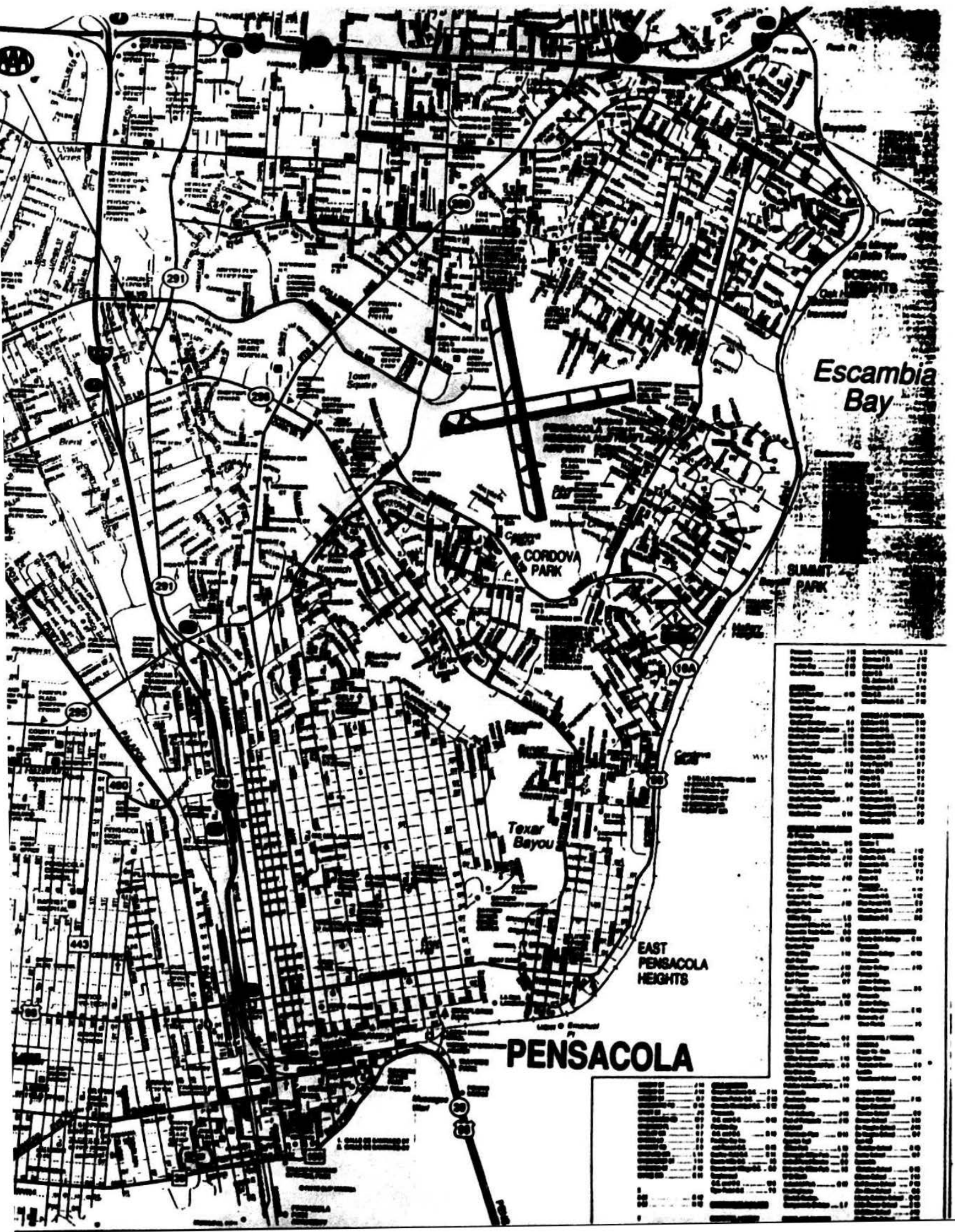
cc: Chairman Johnson  
Commissioner Deason  
Court Reporters  
Communications (Moses, Cordiano)  
Consumer Affairs (DeMello)  
Office of Public Information (Cunningham)  
Nanette Fisher

# **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**



State of Florida



Thomas S. Bay6, Director  
Division of Records and Reporting  
(889) 413-6779

Commissioners:  
JULIA L. JOHNSON, CHAIRMAN  
J. TERRY DEASON  
RUSAN F. CLARK  
DIANE E. KIRKELING  
JOE GARCIA

Public Service Commission

September 22, 1997

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

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. Cobb:

This will confirm our reservation of Room 422 in the Broward County Governmental Center 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., however, staff will need to access to the room 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 the Governmental Center has 24 hour security and your officer will provide 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. Bay6*  
Blanca S. Bay6

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  
\$200,000.00 each occurrence**

**Inception Date: 07/01/97**

**Expiration Date: 07/01/98**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**

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

## State of Florida



**Blanca S. Bayó, Director**  
**Division of Records and Reporting**  
**(888) 413-6770**

# 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:

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.

Sincerely,

*Blanca S. Bayó*  
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  
\$200,000.00 each occurrence**

**Inception Date: 07/01/97**

**Expiration Date: 07/01/98**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**



# FLORIDA CASUALTY INSURANCE RISK MANAGEMENT TRUST FUND

## GENERAL LIABILITY

### CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the Florida Casualty Insurance Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 A.M. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

#### I. COVERAGES

##### General Liability Coverage—Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee agent or volunteer of the named insured, in such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 384, Part II and Section 769.02, Florida Statutes.

#### II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any suit against the insured alleging such injury, sickness, disease, death or destruction of property and resulting damages on account thereof, even if such suit is groundless, false, or fraudulent, but the Fund may make such investigation, negotiation, and settlement of any claim as it deems appropriate;
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest awarded after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

#### III. DEFINITIONS

- (a) Named Insured—The department or agency named herein.
- (b) Insured—State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer—Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 119, Part IV, Florida Statutes.
- (d) Agent—Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile—A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment—A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled; (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally on public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, cranes, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment.

#### IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
  - (1) any automobile owned or operated by or rented or loaned to any insured, or
  - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who voluntarily participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience, if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;

- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises allocated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
  - (1) a delay in or loss of performance by or on behalf of the named insured of any contract or agreement;
  - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith; or damage to persons or property of others arising therefrom;
- (i) punitive damages;
- (j) to actions of individuals committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (k) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the board;
- (l) to liability related in any way with nuclear energy;
- (m) to liability assumed by the insured under any contract or agreement;
- (n) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (o) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

#### V. CONDITIONS

##### A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 384, Part II, Florida Statutes and any rules promulgated thereunder.

##### B. Audit

The Fund shall be permitted to examine and audit the insured's books 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 coverage, as far as they relate to the premium basis or the subject matter of this coverage.

##### C. Insured's Duties in the Event of Occurrence, Claim or Suit

###### (1) Event of Occurrence

Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.

###### (2) Notice of Claim or Suit

If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.

###### (3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

###### (4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

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

State of Florida



Blanca S. Bayó, Director  
Division of Records and Reporting  
(888) 413-6770

**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:

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.

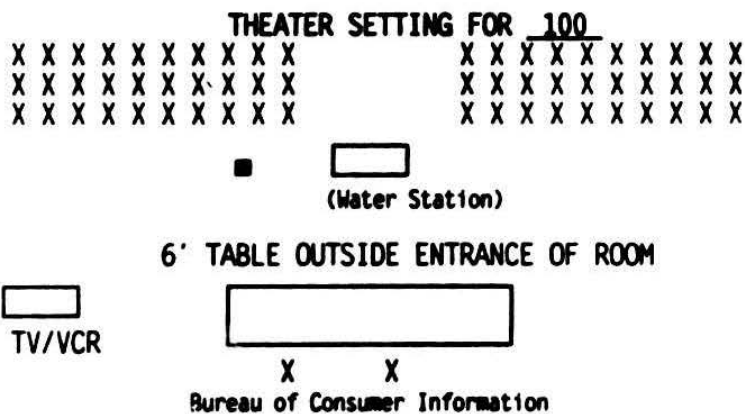
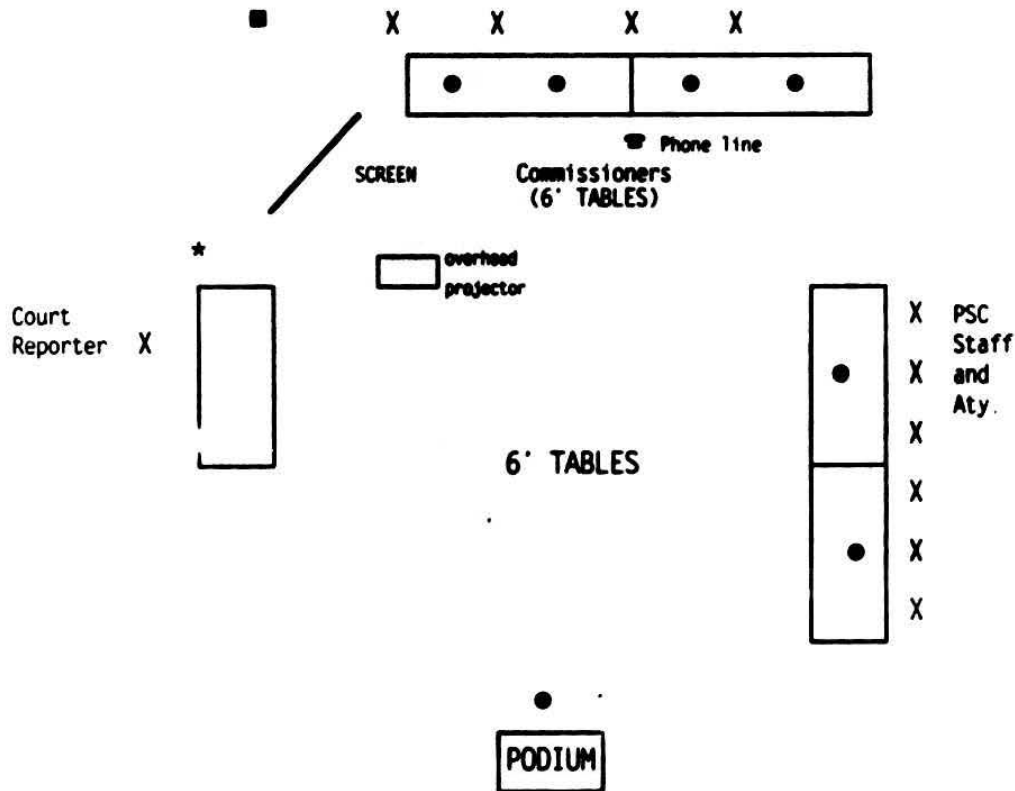
I appreciate the opportunity to use this facility for our workshop. Please call me if you have questions regarding this matter.

Sincerely,

*Blanca S. Bayó*  
Blanca S. Bayó

BSB/cp  
Enclosure

**FLORIDA PUBLIC SERVICE COMMISSION  
HEARING ROOM CONFIGURATION FOR  
RULE DEVELOPMENT WORKSHOP - SLAMMING - DOCKET NO. 970882-T1  
FT. LAUDERDALE  
10/23/97 6:30 P.M.**



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

**LEGEND:**

- X 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:**

**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**

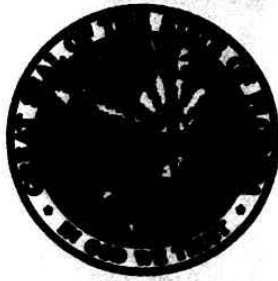
**Expiration Date: 07/01/98**

***Bill Nelson***

**TREASURER AND  
INSURANCE COMMISSIONER**

Oct 17 1997, 03:50 PM

**STATE OF FLORIDA**



**PUBLIC SERVICE COMMISSION**

**2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850**

**TO:**

Mr. Steve Rodeberg

954-357-6122

**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. 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 Thursday, October 23, 1997 in Ft. Lauderdale at 6:30 p.m.

Broward County Governmental Center

Room 422

115 S. Andrews Avenue

Ft. 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  
Ft. 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 SE 1st Avenue to the parking garage.**

State of Florida

Commissioners:  
STELLA L. JOHNSON, CHAIRMAN  
J. TERRY DEASON  
RUSAN F. CLARK  
DAVE E. KIRKELING  
JOE GARCIA

Thomas S. Bay6, Director  
Division of Records and Reporting  
(889) 413-6770



## Public Service Commission

September 22, 1997

Ms. Susan Yopez  
Embassy Suites Miami International Airport  
3974 S. River Drive  
Miami, Florida 33142

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., Interchange Carrier Selection; 25-24.490, F.A.C., Customer Relations; Rules Incorporated.

Dear Ms Yopez:

This will confirm our reservations at the Embassy Suites Miami International Airport on Thursday, October 23, 1997, at 10:00 a.m., in the Key Biscayne Room, 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 9:00 a.m. There will be approximately 100 people present at the workshop.

As previously discussed, the rental will be \$550. In addition, the cost for seven table microphones, 1 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.

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

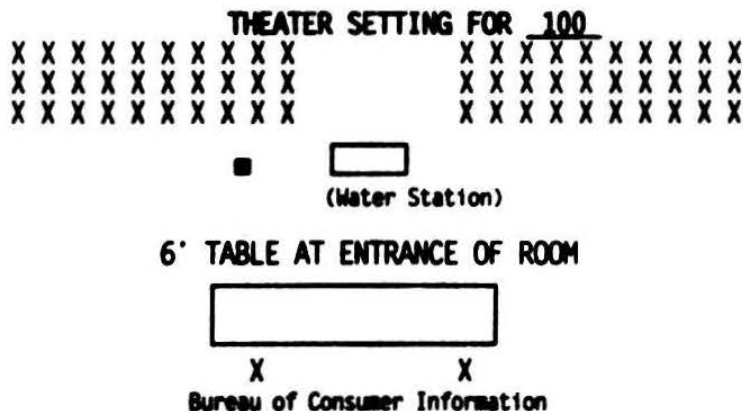
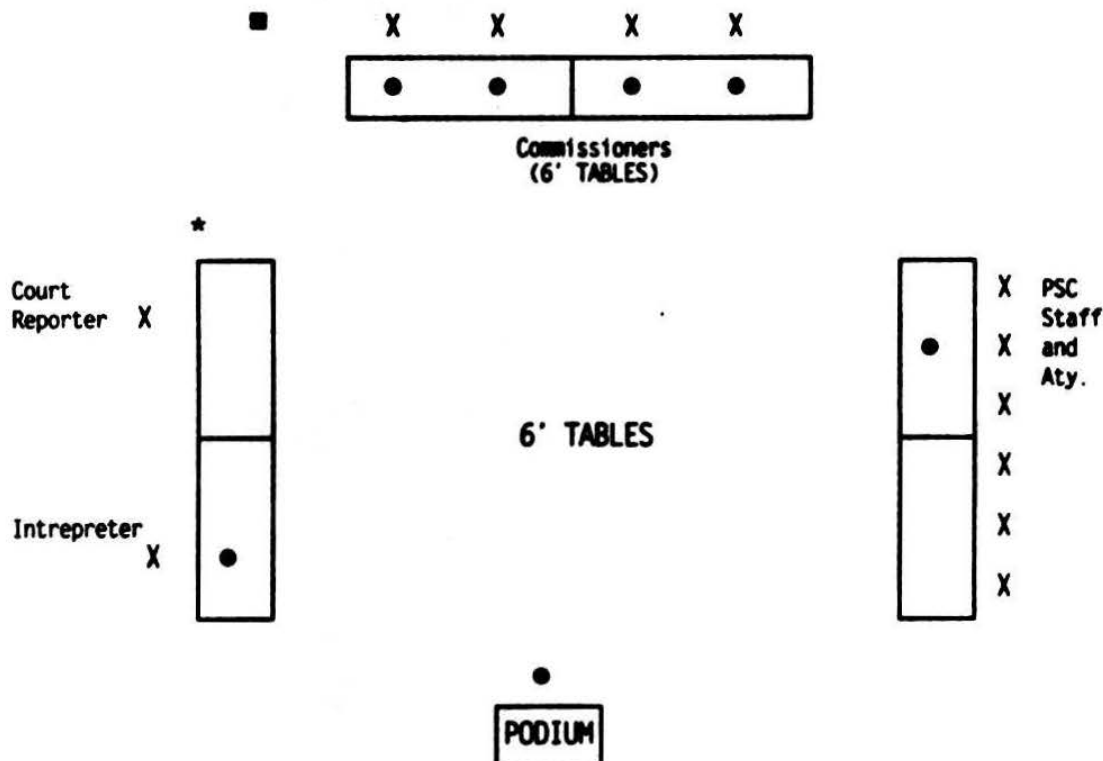
Sincerely,

*Thomas S. Bay6*  
Blanca S. Bay6

BSB/cp  
Enclosure



**FLORIDA PUBLIC SERVICE COMMISSION  
HEARING ROOM CONFIGURATION FOR  
RULE DEVELOPMENT WORKSHOP - SLAMMING - DOCKET NO. 970882-TI  
MIAMI  
10/23/97 10:00 A.M.**



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

**LEGEND:**

- X 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:**

**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**

*Bill Nelson*

**TREASURER AND  
INSURANCE COMMISSIONER**

DR 14  
R 04/92

STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
CONSUMER'S CERTIFICATE OF EXEMPTION  
Issued Pursuant to Sales and Use Tax Law  
Chapter 212, Florida Statutes  
This Certificate is Non-Transferable

79432

ISSUE DATE 12/16/92	EXPIRATION DATE 12/16/97	CERTIFICATE NUMBER 47-04-025398-52C	TYPE OF ORGANIZATION STATE
------------------------	-----------------------------	--	-------------------------------

This is to certify that the organization indicated below is hereby exempt from the payment of Sales or Use Tax on the purchase or lease of tangible personal property, the lease of transient rental accommodations or real property.

Mailing Address:

Location Address:

FLORIDA PUBLIC SERVICE COMMISSION  
101 E GAINES STREET ROOM #G30  
TALLAHASSEE FL 32399-0850

101 E GAINES STREET ROOM #G30  
TALLAHASSEE FL 32399-045

~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~  
EXECUTIVE DIRECTOR  
L. H. FUCHS

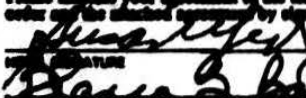
SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

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 admissions, or is the lessor of transient rental accommodations or real property, your organization must register as a dealer pursuant 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.

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 personal benefit of any individual or officer of such organization. Misuse of this certificate will result in its revocation.

Embassy Suites Miami Airport 3794 NW 36th Street Miami, FL 33142 Phone 305/434-0900 Fax 305/434-1051				<b>BANQUET EVENT ORDER</b>			
Event Date <b>Thursday October 23, 1997</b>				Event Order No. <b>PUBLIC</b>			
Group Name <b>FL PUBLIC SERVICE COMMISSION</b>				RS No.			
Event As <b>SAME</b>							
Billing Address <b>2540 SCHUMART OAK BLVD., TALLAHASSEE, FL 32309</b>							
Contact <b>SANDY SIMMONS</b>				Phone <b>850 413 6728</b>		Fax <b>904 413 7118</b>	
Type of Purchase <b>SAME</b>				Billing Instructions <b>PURCHASE ORDER AND TAX EXEMPT CERTIFICATE</b>			
Estimated <b>110</b>	Guarantee	Net	Ordered By <b>ST</b>	DOC	File #	Event Period <b>09-04-1997</b>	Page <b>1</b>
FUNCTION: 1 <b>MEETING</b>		LOCATION: <b>KEY BISCAYNE</b>		TIME: <b>8AM - Noon 1:00 p.m.</b> <b>SFS</b>			
<b>SETUP REQUIREMENTS</b>				<b>MENU</b>			
<b>U SHAPE IN FRONT OF ROOM FOR 10 - 12</b> <b>THEATRE STYLE FACING U FOR 100 GUESTS</b> <b>WATER STATION IN REAR</b> <b>REGISTRATION TABLE OUTSIDE ROOM W. 2 CHAIRS</b>  <b>AUDIO VISUAL:-</b> <b>6 TABLETOP MICROPHONE ON U SHAPE TABLE</b> <b>1 PODIUM MICROPHONE IN AUDIENCE</b> <b>1 MIXER TO CONNECT ALL OF THE ABOVE</b> <b>@\$225 + 10% LABOR</b>				<b>NO FOOD AND BEVERAGE</b>  <b>WATER STATION</b>  <b>TAX EXEMPT</b>			
<b>SUMMARY OF CHARGES</b>				<b>GUARANTEE AGREEMENT</b>			
<b>FOOD: NONE</b> <b>BEVERAGE: NONE</b> <b>RENTAL: \$550</b> <b>DEPOSIT: NONE</b> <b>OTHER: PURCHASE ORDER</b>				A guarantee for the number of guests attending is required three business days before the event. If guarantee is not received, we will charge the original expected number as indicated on your banquet event order.			
** Donates Plus Service Charge and Sales Tax  <b>% Gratuity.      % Sales Tax</b>				Please indicate your agreement to the terms on this event order and the attached guarantee by signing below. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Signature</b>    <b>CLIENT SIGNATURE</b> </div> <div style="width: 35%;"> <b>DATE</b>  <b>9/15/97</b>  <b>DATE</b> </div> </div>			

*between 1  
time discussed  
of franchise.*

**Commissioners:**

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

**State of Florida**



**Blanca S. Bayó, Director  
Division of Records and Reporting  
(888) 413-6770**

**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

DATE:

NAME: \_\_\_\_\_

SOCIAL SECURITY NO: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_TYPE SERVICE: Security for Rule Development WorkshopLOCATION: Embassy Suites Miami International AirportDATE OF SERVICE: October 23, 1997

BEGINNING/ENDING TIMES: \_\_\_\_\_

NUMBER HOURS WORKED: \_\_\_\_\_ (Minimum of 3 hours)

HOURLY RATE: \$20.00AMOUNT DUE: \_\_\_\_\_  
Signature:

**State of Florida**

**Commissioners:**

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



**Blanca S. Bayó, Director  
Division of Records and Reporting  
(888) 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**

**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. Sans:**

**This will confirm our request for a translator 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.  
Suite 540, Courthouse Tower Building  
44 West Flagler Street - Miami, Florida 33130  
Phone (305) 371-7887  
Fax: (305) 371-8888  
371-8884

## **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:

- I. 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.**

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 this agreement as of the date first written

*Dennis S. Davis*  
FLORIDA PUBLIC SERVICES COMMISSION

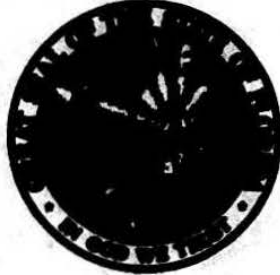
*Sept. 10, 1997*  
DATE

*Charles H. Saxe*  
PROFESSIONAL TRANSLATING SERVICES, INC.

*Sept. 10, 1997*  
DATE

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**

---

**Date:** September 10, 1997  
**To:** Sandy Simmons  
**Firm:** Florida Public Service Commission  
**Fax:** 904-413-7118  
**Subject:** 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**

---

**State of Florida**

**Commissioners:**

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



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

**Public Service Commission**

**September 5, 1997**

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

**RE: 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.**

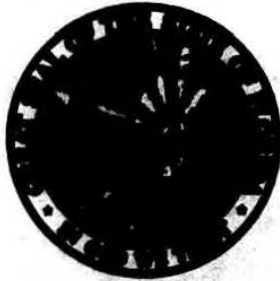
**Sincerely,**

**Blanca S. Bayó**

**BSB/cp  
Enclosure**

Sep 5 1997, 02:34 PM

**STATE OF FLORIDA**



**PUBLIC SERVICE COMMISSION**

**2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL 32399-0850**

**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 *BSB*  
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 Friday, October 24, 1997 in West Palm Beach at 6:30 p.m.

Palm Beach County Governmental Center

Jane Thompson Memorial Chambers (6th Floor)

301 N. Olive Avenue

West Palm Beach, Florida 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 Okeechobee Blvd. exit. Go east on Okeechobee Blvd. to Olive Avenue.  
Turn left onto Olive Avenue. Governmental Center is 2- 3 miles down on the left hand side.**

POST OFFICE DRAWER 1657  
TALLAHASSEE, FLORIDA 32302

**WIGGINS & VILLACORTA, P.A.**  
ATTORNEYS AT LAW  
2145 DELTA BOULEVARD, SUITE 200  
TALLAHASSEE, FLORIDA 32303

TELEPHONE (850) 388-6007  
FACSIMILE (850) 388-6008  
INTERNET: wiggvill@nettally.com

98 MAY 20 AM 8 46

MAIL ROOM

May 19, 1998

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

**RECEIVED**

MAY 20 1998

FPSC - Records/Reporting

970882

Dear Records and Reporting:

Please be advised that we have moved our offices. Our new address is:

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

If you have any questions, please let me know.

Sincerely,

*Patrick K. Wiggins*  
Patrick K. Wiggins

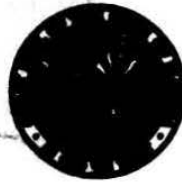
PKW:plk

5/21/98  
address for  
"LDC" changed  
in 970882 to  
P.O. Drawn 1657.  
also changed  
for "BCI"

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. BAYO  
DIRECTOR  
(850) 413-6770



**Public Service Commission**

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

DATE: 02/12/1998

TO: Benjamin H. Friedman, Esquire  
FROM: C. Schmidt, 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 United 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**via facsimile  
FEB 02 1998 4:11 PM

FPSC - Records/Reporting

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

RE: Docket #97-0882-TI

Dear Records &amp; 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-TI.

OAN has the following mailing address:

OAN Services, Inc.  
9255 Corbin Ave.  
Northridge, CA 91324  
ATTN.: Charles Lee, External Affairs

If you have any questions regarding this matter, you can contact me at (818) 678-4732. I thank you for your prompt response to this matter.

Sincerely,

Charles Lee  
External Affairs  
registrar@thelector.doc

*added 2/4/98*  
*16*

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. BAYO  
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. 970882-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, EXC 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,

A handwritten signature in cursive script that reads "Kay Flynn".

Kay Flynn, Chief  
Bureau of Records

Enclosure



**JACK SHREVE**  
**PUBLIC COUNSEL**

**STATE OF FLORIDA**  
**OFFICE OF THE PUBLIC COUNSEL**

c/o The Florida Legislature  
111 West Madison Street  
Room 812  
Tallahassee, Florida 32399-1400  
904-488-9330

**MEMORANDUM**

**TO:** Blanco Bayo

**From:** Charles J. Beck, OPC *gB*  
Michael Gross, Assistant Attorney General

**Date:** January 23, 1998

---

**Please issue subpoena duces tecum for the following person:**

**Richard D. Nelson, 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 Set 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  
Plantation, FL 33324

**FAX COVER SHEET****RECEIVED**

FEB 02 1998

FPSC - Records/Reporting

Date: February 2, 1998  
No. of Pages: 1 (including cover sheet)  
Name: Records  
Company: Florida Public Service Commission  
Fax No.: (850) 413-7118  
From: Gavin Kahn

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

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

THANK YOU.

*added  
2/2/98  
W*

The information contained in this transmission may be attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication may be strictly prohibited by law. 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 reimburse you for postage. Thank you.

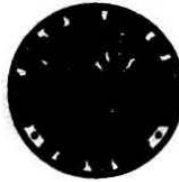
This is to be sent to the  
docket file ~~7700000~~

The customer is ~~not~~ filing a new  
complaint

Please send to RAR  
that where the Docket file  
is kept

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. BAYO  
DIRECTOR  
(850) 413-6770

**Public Service Commission**

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

DATE: 01/23/98

TO: P. Everett Boyd Jr.  
FROM: Schmidt, DIVISION OF RECORDS AND REPORTING  
RE: **ACKNOWLEDGMENT OF RECEIPT OF CONFIDENTIAL FILING**

**THIS WILL ACKNOWLEDGE RECEIPT OF A CONFIDENTIAL DOCUMENT  
FILED IN DOCKET NO. [REDACTED] OR (IF FILED IN AN UNDOCKETED  
MATTER) CONCERNING \_\_\_\_\_, AND  
FILED ON BEHALF OF Spirit (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)



ORIGINAL

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  
Tallahassee, FL 32399-0850

In Re: Docket No. ~~050000-97~~

Dear Ms. Bayó:

Enclosed for filing are an original 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. 00888-98
- (c) Entry of Appearance on behalf of Monica M. Barone. 00887-98

We are enclosing an extra copy of this transmittal letter. We ask that you please mark it to indicate that the originals were filed and return the copy to me in the enclosed self-addressed stamped envelope. Copies have been served to the parties shown on the attached certificate of service.

ACK ☒  
AFA ☐  
APP ☒  
CAF 2  
CMU 2  
CTR ☐  
EAG ☐  
LEG ☐  
LIN 5

Thank you.

Sincerely,

  
Monica M. Barone  
Attorney

MMB:vw

1cc: Everett Boyd  
Parties of Records  
887-98 to ML

Name CATENAC GULFWYND, INC.

Company EQUALNET CORPORATION

Request No. 198229L

Address MARKI\* SCHAUMEKER

Attn. \_\_\_\_\_

By JRD Time 8:40 AM Date 12/19/97

2535 LANDMARK DRIVE, SUITE 197

Consumer's  
Telephone # (813)-796-2261

To \_\_\_\_\_ Time \_\_\_\_\_ Date 12/19/97

City/Zip CLEARWATER 34621 County PIN

Can Be  
Reached \_\_\_\_\_

Type S Form MAIL

Account Number \_\_\_\_\_

Note \_\_\_\_\_

Category gi-07

Company Contact \_\_\_\_\_

Informal Conf. \_\_\_\_\_ Outreach OTHER

Infraction \_\_\_\_\_

Letter referred to PSC by Attorney General's office. Acknowledged for docket file.

Closed by JRD Date 12/19/97

Reply Received T

## CONSUMER REQUEST

## FLORIDA PUBLIC SERVICE COMMISSION

2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FL. 32399-0850  
904-413-6100

PLEASE RETURN THIS FORM  
WITH REPORT OF ACTION TO:

Richard Durbin

DUE: / /

970882

STATE OF FLORIDA

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

DIVISION OF CONSUMER AFFAIRS  
BEVERLEE DEMELLO  
DIRECTOR  
(850) 413-6100  
TOLL FREE 1-800-342-3552

**Public 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,

A handwritten signature in cursive script that reads "Dick Durbin".

Dick Durbin  
Regulatory Supervisor/Consultant  
Division of Consumer Affairs

DD:ewe

c: Records and Reporting  
Docket #970882-TI





134981 (Dick) 97-12-3355 BE 110 1997291  
**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

cc: 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

**Arthur Rutenberg**  
Legendary Homes

November 14, 1997

Mr. Robert A. Butterworth  
Attorney General  
Office of the Attorney General  
PL01 The Capital  
Tallahassee, FL 32399-1050  
FAX: 850-488-6589

**RECEIVED**

NOV 14 1997

OFFICE OF ATTORNEY GENERAL  
SPECIAL PROJECT DIVISION

RE: Long Distance "slamming"

Dear Mr. Butterworth:

In reference to your letter pertaining to the public hearings scheduled for the unauthorized 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 Port 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 longer 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 "authorization" 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 back 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.

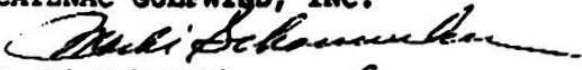
I do not feel that anyone who is slammed should have to pay. As long as these companies that do the slamming get paid they will continue to do it. They are very aggressive and I am sure very intimidating to a lot of people. They threaten their credit and are quite obnoxious. This whole episode made me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

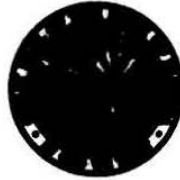
CATENAC GULFWYND, INC.

  
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 & REPORTING  
BLANCA S. BAYO  
DIRECTOR  
(850) 413-6770

**Public Service Commission**

970882

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

**DATE:** 12/19/91

**TO:** Ronny B. White  
**FROM:** W. Schmidt, DIVISION OF RECORDS AND REPORTING  
**RE: ACKNOWLEDGMENT OF RECEIPT OF CONFIDENTIAL FILING**

**THIS WILL ACKNOWLEDGE RECEIPT OF A CONFIDENTIAL DOCUMENT  
FILED IN DOCKET NO. \_\_\_\_\_ OR (IF FILED IN AN UNDOCKETED  
MATTER) CONCERNING Removal date, AND  
FILED ON BEHALF OF W. Schmidt (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/BAR 19 (7/97)



JACK SHREVE  
PUBLIC COUNSEL

**STATE OF FLORIDA  
OFFICE OF THE PUBLIC COUNSEL**

c/o The Florida Legislature  
111 West Madison Street  
Room 812  
Tallahassee, Florida 32399-1400  
904-488-9330

**RECEIVED**

JAN 09 1998

FPSC - Records/Reporting

**MEMORANDUM**

TO: Blanco Bayo

From: Charles J. Beck, OPC *gib*  
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-T1 ("slamming" docket)

*Issued 1/9/98  
14 (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 General 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. BAYO**  
**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. 970882-T1 - 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. 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,

A handwritten signature in cursive script that reads "Kay Flynn".

**Kay Flynn, Chief**  
**Bureau of Records**

**Enclosure**

**OFFICE OF THE ATTORNEY GENERAL****THE CAPITOL****TALLAHASSEE, FLORIDA 32399-1060**

**ROBERT A. BUTTERWORTH**  
*Attorney General*  
*State of Florida*

Reply to:

Office of the Attorney General  
Office of the Assistant Deputy  
(904) 414-3300 ext. 4810, Main Room 994-3300  
FAX (904) 488-6589 or 414-9689  
michael\_gross@ag.state.fl.us

**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 32399-0830

Re: Docket 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 subpoena 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.
3. Location: Office of Public Counsel; 111 W. Madison Street; Suite 812; Tallahassee, Florida 32301.

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

Thank you.

Sincerely,

  
Michael A. Gross  
Assistant Attorney General



Attachment  
Subpoena Duces Tecum - Joseph McGlothlin  
December 18, 1997

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.

---

**Attachment**  
**Subpoena Duces Tecum - Joseph McGlothlin**  
**December 18, 1997**

**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 FIC 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 FIC changes, when your company has been accused of "slamming" or unauthorized FIC changes.**

**Provide copies of all FIC 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.**

TL475  
Nancy B. White, Esq.  
BellSouth Telecommunications,  
Inc.  
150 S. Monroe Street  
Suite 400  
Tallahassee, FL 32301

TL475  
Greg Garrott  
Vice President & CFO  
Integrated TeleServices, Inc.  
7108 North Fresno Street  
Fresno, CA 93720

TL475  
Hubert A. Streep  
Executive Vice President  
The First Group, Inc.  
459 Oakshade Road  
Shamong, NJ 08088

Michael L. Glaser  
Canora T. Dodd  
Halignman 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

TL474  
Dana Wilson  
Home Owners Long Distance  
Inc.  
P. O. Box 690670  
San Antonio, TX 78269

TL474  
Michelle Post, Vice President  
Network Utilization Services  
6080 Huntwick Terrace  
Suite 308  
Delray Beach, FL 33484-1843

TL475  
List by [unclear] Called well checked and [unclear]  
Martin J. West  
Intercontinental Communications  
Group, Inc.  
1801 South Federal Highway  
Suite 305  
Delray Beach, FL 33483-3334  
12/97

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. Eriksen  
Levine & Eriksen  
2560 N. Santiago Blvd.  
Orange, CA 92667

Jim Butler  
Excell Telecommunications,  
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

TL474  
Russ Holder  
Discount Network Services,  
Inc. - Telecom Compliance  
Services, Inc.  
6455 E. Johns Crossing  
Suite 285  
Duluth, GA 30155

II 390  
Henry Rodriguez, 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.  
3100 Cumberland Circle  
Atlanta, GA 30339

474  
Drew Kenna  
Vice President  
Minimum Rate Pricing, Inc.  
P. O. Box 8000  
Bloomfield, NJ 07003

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

J. Clay Garey  
All American Telephone, Inc.  
9001 Airport Freeway  
Suite 570  
North Richland Hills,  
TEXAS 76180-7773

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

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

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 Calhoun Street  
P. O. Box 391  
Tallahassee, FL 32302

Thomas K. Bond  
MCI Telecommunications Corp.  
780 Johnson Ferry Road  
Suite 700  
Atlanta, GA 30342

Charles Rehwinkel  
Sprint/United Florida  
Sprint/Centel Florida  
P. O. Box 2214  
Tallahassee, FL 32316

TX 458  
Jeffrey J. Walker  
Andrew K. Kang  
Preferred Carrier Services,  
Inc.  
500 Grapevine Highway  
Suite 300  
Hurst, TX 76054-2707

Robert Taylor  
600 Jefferson  
Suite 500  
Houston, TX 77002

970682.svc

# HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: Slamming - Docket 97082-TI DATE: November 19, 1997  
 HEARING LOCATION: St. Petersburg - The Heritage Holiday Inn ATTENDING CAF STAFF: Thelma Crump  
Dick Durbin  
Carmen Perin

NAME	BUSINESS NAME	ADDRESS	CITY, STATE, ZIP	PHONE
<del>JOHN Ellis</del>		1560 GULF BLVD #201	Clemavak, 7133767	813-517-7146
<del>STIRLEY GOSARD</del>	STIRLEY M, Inc.	2570-46 TEN/V	St. Petz, FL 33714	813-527-3577
<del>Leola Arantling</del>				
King Way	CUTIT	1200 Peachtree St. NE	Atlanta GA	404 810 4136
Debby Thompson	GTE	201 N Franklin	TPC	813-483-2531
Lee Stewart	GTE	610 Zack St	Tampa	813-483-2731
MIKE SCOBIE	GTE	201 N FRANKLIN	TPA FL	813 483 2530
<del>John Jones</del>	<del>Quantum Computer</del>	4322 22nd Ave N	St Petz	327-7888
<del>Attilio Pisanj</del>	—	435-167 AVE SE #26	LARGO FL 317	5846018
<del>Terrence</del>	CDC	5328-55 Ave N	St. Pete 33702	522-3537
EVAN ADAMS		10026 York Ct Dr So	TAMPA FL 33606	813 360 3009
Ray Waters	BCI	600 Jefferson St SE	Houston TX 77002	713 654-5700
Carol Kuhn	LCE	8180 Greenboro Dr Suite 800	McLean, VA 22102	703-714-1189
Tim Peyton	MCI	4890 N. KENNEDY BLVD TAMPA	TAMPA	(813) 211 7572
DAVID McFARLAN	MCI	" "	" "	" "

## HEARING ATTENDANCE RECORD

UTILITY NAME &amp; DOCKET NO.:

Slamming - DN 970882-TI

DATE:

11/19/97

HEARING LOCATION:

St. Petersburg - The Heritage Holiday Inn

**ATTENDING CAF STAFF**

Thelma Crump  
Pick Durbin  
Carmen Pena

[illegible]



# HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: Slamming - DN 970882-TI

DATE: 11/19/97

HEARING LOCATION: Tampa - Tampa City Hall

ATTENDING CAF STAFF: Thelma Crump  
Dick Durbin  
Carmen Pena

NAME	BUSINESS NAME	ADDRESS	CITY, STATE, ZIP	PHONE
ERIN JEANNE BATES		1841 PANDORE STR. E. ST. NUTZ, FL 33549		813 949-2032
Ray Waters	BCI	1600 Jefferson St 500	Houston TX 77002	713 659-8700
CARMEN NUNEZ		4110 W CASS ST	TAMPA 33609	289-0769
FERNANDO NUNEZ		4912 SIERRA MADRE DR	TAMPA 33634	885-2858
DEB Kampert	GTE	TCC		483-2531
Eric Edgington	"	TCC	"	483-2618
Lee Stewart	GTE	610 Zack St	Tampa 33602	483-2931
TERRY LAMER	MCI	280 Johnson Ferry Rd	ATLANTA, GA	800 365-5509
Mike GAFFE	None	706 Canoe Dr	Braunton, FL 32150	(813) 654-7057
LARRY STRICKLER	BELL SOUTH	500 N. Orange Ave, Rm 108 Orlando 32801		407 237 3325
Ken Pope		101 S. Old Coachman Rd, 612 Clearwater, FL 33765		813 797-0943
Sheila Berg		3420 Blowing Rock Vado	Valrico	689-0948
Hector Jimenez		14504 N. 94th Ave PL Tampa, 33625	TAMPA 33625	264 1154
Luis Valdez		15208 Arbor Hollow Dr. Odessa, FL 33556		(813) 926-0273
MARY KEITH		3106 E. Annie St. Tampa FL 33612		813 935-4115



# HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: Slamming - DN 970 882-TT

DATE: 11/19/97

HEARING LOCATION: Tampa - Tampa City Hall

ATTENDING CAF STAFF: Thelma Crump  
Dick Durbin  
Carmen Pena

[illegible]

# HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: Slamming DN-970882-TI

DATE: 11/20/97

HEARING LOCATION: Prime Osborn Convention Center 2:30

ATTENDING CAF STAFF: Thelma Crump  
Dick Durbin

NAME	BUSINESS NAME	ADDRESS	CITY, STATE, ZIP	PHONE
James Lane	Rabbits R' US	RT1 Box 3819	Glen St Mary	904 275-2328
Mato Lora	RET	3494 SANDBURG RD	JAX FL	904 743-1368
Maryl Davis	<del>RET</del> /EXCEL	2300 BULLWOOD DR	JAX FL	904 721-2581
Tz. W. Benson	N/A	8605 Emerald Lake Cir W	JAX FL 32211	(904) 778-7192
JERRY CARTERON	SEBASTIAN/AMERICAN	915 S. Ponce de Leon Blvd	ST Aug. FL 32096	904 825-4666
ROBY DOT HILL		2142 JAMES RD	JAX FL 32210	(904) 527-4675
TRUDY A HILL		55 MAPLE ST #407 <del>ATLANTA GA</del>	ATL. GA 30214	(404) 577-4675
Lingway	ATLT	1200 Peachtree St. NE	ATL. GA 30309	404 810 4136
Ray Waters	BCI	600 Jefferson St #500	Houston, TX 77002	713-699-8700
LINDA BEASLEY		301 W Bay	JAX	904-350-7218
Judy Meeker	BST	301 W Bay	JAX	904-350-3877
Debi Dixon	Mac Papers	3300 Philips Hwy	JAX	904-348-3300
Jeff Ashcraft	"	"	"	"
David Albert		8496 Branchwater Dr	" 32244	904-771-2267
Adrianne Buck		1037 Palms Lady Rd S	ATL GA	249/668

## HEARING ATTENDANCE RECORD

**UTILITY NAME & DOCKET NO.**

Slamming DN - 970882-7I

DATE: \_\_\_\_\_

11/20/27

HEARING LOCATION:

Prime Osburn Convention Ctr. 2:30

**ATTENDING CAF STAFF:**

Thelma Crump  
Pick Durbin

[illegible]

# HEARING ATTENDANCE RECORD

UTILITY NAME &amp; DOCKET NO.:

Slamming-DN 970882-TI

DATE: \_\_\_\_\_

11/20/97

**HEARING LOCATION:**

Prime Osborn Convention Center 2:30

**ATTENDING CAF STAFF**

Dick Durbin  
Thelma Crump

[illegible]

# HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: Slamming DN-970882-TI

DATE: 11/20/97

HEARING LOCATION: Prime Osborn Convention Center 6:30

ATTENDING CAF STAFF: Thelma Crump  
Dick Durbin

[illegible]

From: Robby Cunningham  
To: Bev DeMello  
Subject: fwd: Before I Forget

-----NOTE-----11/06/97-11:05am-----

As you know, we have been asked by some Commissioners to keep certain consumers or media outlets informed of when a specific order, rule, etc., is issued.

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-----

Fwd to: Robby Cunningham

CC: Kay Flynn

.....  
Check with Kay Flynn to see if this is okay.

Fwd-by:=-Robby=Cunning-11/12/97--7:28am-----

Fwd to: Kay Flynn

CC: Bev DeMello

.....  
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-----

Fwd to: Robby Cunningham

CC: Bev DeMello, Don Strickland

.....  
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-----

Fwd to: Don Strickland

CC: Kay Flynn, \CAF News

.....  
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 (970182).

Thank you.

Fwd-by:=-Don=Stricklan-----

Fwd to: Robby Cunningham



970587  
**RECEIVED**

NOV 18 1997

1

Mary J Koch  
"Slamming"

November 4, 1997 FPSC - 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 EDUCATE 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

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 law 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. BAYO  
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. 960002-TT - 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,

A handwritten signature in cursive script that reads "Kay Flynn".

Kay Flynn, Chief  
Bureau of Records

Enclosure



**JACK SHREVE  
PUBLIC COUNSEL**

**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**

**TO:** Blanco Bayo  
**From:** Charles J. Beck *OPC*  
**Date:** November 10, 1997

**RECEIVED**  
NOV 10 1997  
FPSC - Records/Reporting

---

**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**

## RECEIVED

NOV 13 1997

DATE: 11/5/97 TPSC - Records/Reporting

ATTENDING CAF STAFF: Thelma Crump  
Dick Durbin  
Jennifer Bridges

[illegible]

# HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: Slamming - 970882 - TI

DATE: 11/6/97

HEARING LOCATION: Orlando City Hall

DATE: 1/21 Thelma Camp  
ATTENDING CAF STAFF: Carmen Pena  
Dick Durbin

[illegible]

# HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: Slamming - 970882 - TI

DATE: 11/6/97

HEARING LOCATION: ~~Slamming~~ Orlando City Hall - City Council Chambers

ATTENDING CAF STAFF: Thelma Crump  
Dick Durbin  
Carmen Peña

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
CALEEN MCCANN	503 LAKE CHARM DR	ORLANDO, FL 32765	407/3166-7719
HOWARD LEBETTER	1313-44 <sup>th</sup> ST ORL FL	ORL FL	407/423-7615
<del>ARAC KUTUBO (LCS)</del>	<del>8100 GREENWOOD DR STE 200</del>	<del>FAIRFAX VA</del>	<del>703-714-1189</del>
PATRICK ECKHART	3545 Edgewater St 32804	Orlando FL	407 292 7070
MARY ELLEN JINN	(Sprint)	Alt Spg FL	407 830-2988
<del>RAY ALINGTON</del>	<del>Beth South</del>	<del>Orlando FL</del>	<del>(407) 237-3319</del>
MARSHA FOXDENNY	TIME	W. PONT, FL	(407) 740-8575
EBWAY	AT&T	ATL GA	404 810 4134
Paul Desbitt	"	Tampa	813 209-1110
GHOLAMHAG. SOLEIMANI	P.O. Box 151251 Alt. St. 32715	Alt. St. FL 32715	941-0620 407
Windy Eads	412 N. Pinn Hill Rd 32811	FLA ORL.	407 578-6551
DANIEL LUCEY	1707 Windwillow Rd	2509 ORL. FL.	57-857
DOUG E. HILL POIKOSKY	7101 Presidents Dr 200 Ori	Orl 32809	855-2020
<del>RAY ALINGTON</del>	555 LK. Butler Dr	Apopka 32703	(407) 889-6446
Brian Craven	1235 Palmetto Circle	Eustis, FL 32726	32/589-8295

# ~~HEARING ATTENDANCE RECORD~~

**UTILITY NAME & DOCKET NO.:**

Slamming - 970882 - TI

DATE: \_\_\_\_\_

11) 5/97

**HEARING LOCATION:**

Sherraton Harbor Place, Ft. Myers, Fla

**ATTENDING CAF STAFF**

Thelma Crump  
Dick Durbin  
Jennifer Bridges

[illegible]



## HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: Slamming-970882-TI

DATE: 11/6/97

HEARING LOCATION: Orlando City Hall

DATE: 7/1/68 Thelma Cump  
ATTENDING CAF STAFF: Carmen Pena  
Dick Durbin

[illegible]



# HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: Slamming - 970882 - TI DATE: 11/6/97

HEARING LOCATION: ~~Slamming~~ Orlando City Hall - City Council Chambers ATTENDING CAF STAFF: Thelma Crump  
Dick Durbin  
Carmen Peña

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
COLEEN MCCANN	503 LAKE CHARM DR	ORLANDO, FL 32765	407/366-1919
HOWARD LUTHELLER	1313-44 <sup>th</sup> ST ORL FL	ORL FL	407/423-7615
<del>BARBARA KURBAN (LCS)</del>	<del>8100 GLENNWOOD DR STE 200</del>	<del>MCLEAN VA</del>	<del>703-714-1189</del>
PATRICK E. BELL	3545 Edgewater Pt 32804	Orlando FL	407 292 2070
MARY J. BROWN JINN	(Sprint)	Alt Spg FL	407 830-2988
<del>JOE J. ALINGTON</del>	<del>1211 South</del>	<del>Orlando FL</del>	<del>(407) 237-3719</del>
MARSHA FOXORNY	TIME	W. Ponte, FL	(407) 740-8575
EBWAY	AT&T	ATH GA	404 810 4134
PAUL DESBITT	"	Tampa	813 209 1170
GHOLAMABHAG. SOLEIMANI	P.O. Box 151251 Alt. Spg. FL 32715	Alt. Spg. FL 32715	941-0620
WINDY EADS	412 N. Pinn Hill Rd 32811	FLA ORL.	407 578-6551
DANIEL LUCEY	1707 Wind Willow Rd	2809 ORL. FL.	57-857
DOUG E. HERRA POLKOSKY	7101 Presidents Dr 200 Ori	Ori 32809	855 2020
JOE J. ALINGTON	555 LK. Butler Dr	Appt Ke 32703	(407) 889-6446
BRIAN CRIVEN	1235 Palmetto Circle	Eustis, FL 32726	32/589-8295

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:

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. She 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. When I 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. I 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 number. From that day (June 24, 1996) forward, 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 electronic tape more than a month

previously. She told me that electronic 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 without 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

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. I also 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 ATTENDANCE RECORD

Page 1

UTILITY NAME & DOCKET NO.: 970882 Slamming Customer Hearing DATE: 10/23/97  
 HEARING LOCATION: Miami (Embassy Suites) 10am ATTENDING CAF STAFF: Carmen Pena, Dick Dyrba, Terry L. Reid

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
<del>Thomas Solano</del>	PO Box 1046	Miami FL 33137	85-2490
CLARENCE JAMES	P.O. Box 1272 33054	<del>MIAMI FL 33137</del>	(305) 430-7575
EDMUND ALBERT	10500 SW 125 ST	MIAMI 33177	(305) 251-2320
LUIS AVILA	9735 FONTAINEBLEAU BLVD. Apt. #303	MIAMI, FL 33172	(305) 551-2228
ELOY ALONSO	1770 S.W. 24th AVE.	MIAMI, FL 33144	(305) 854-7427
OSCAR BOTE RO	20460 SW 125 AVE	MIAMI, FL 33170	305-259-1869
C.R. HERTZBURG	Box 66028 MIAMI SPRINGS, FL 33266		
JAY BORDEN	76 NE 171 ST NW Bldg 3312	MIAMI, FL 33122	305 651-3320
HERBERT TERMAN	PO Box 80706	MIAMI, FL 33128	305-931-5888
EDWARD ZYNE	5751 SW 89 CT	MIAMI, FL 33173	305 279-1434
CYNTHIA TRISOL	8500 N.W. 25 Avenue	MIAMI 33147	305-696-4450
Yvette W. Mikell	8500 NW 25th Avenue	MIAMI 33147	(305) 696-4450
Theresa Yip Chen	6229 NW 181 Ter.	MIAMI 33011	(305) 362-9689
Arno Castano	1351 NE N.G. DR #315E	N. M. Beach 33316	305-944-4250
Jay Lambert	20733 N.W. 2nd ave.	MIAMI FLA.	305-770-1223

(15)

# HEARING ATTENDANCE RECORD

Page 2

UTILITY NAME & DOCKET NO.: 970882 - Slamming Customer Hearing

DATE: 10/23/97

HEARING LOCATION: Miami (Embassy Suites) 10am

ATTENDING CAF STAFF: Carmen Page  
Dick Durbin  
Tanya Reid

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
<del>James Dunkel</del>	<del>922 SW 7 ST</del>	<del>Miami FL 33130</del>	<del>554-5726</del>
JAMES DUNKEL	922 SW 7 ST	MIAMI FL 33130	856-1311
JOHN SOLER	6580 W 13 AV.	HYALEAH, FL 33022	(305) 625-4446
BELL SOUTH JIMME LOPEZ	150 W FLAGLER ST SUITE 1820	MIA FL 33130	347-5460
Michael Cross	PK-01 The Gardens (Attorney General's Office)	Tall, FL 32399	650-414-3300
Ruth James	970 SW 95 Terrace	Pembroke Pines 33025	954-430-7575
LCI J Scott Michells	1403 Pky. Fm 1200 Garsfield (NCLM)	(LCI)	703 610-4108
Paul Borden	10240 SW 138 CT	MIAMI 33186	305-382-7762
BELL SOUTH TEE HOLLANDY	150 W. FLAGLER ST SUITE 1820	MIA FL 33130	347-5454
BELL SOUTH ROBERT BEATY	" SUITE 1801	"	347-5000
MARY LOU DOEPKER	9220 SW 164 ST.	MIA FL 33157	251-0700
Camela Ninds	1711 NW 185 St Miami (MCI)	Miami FL 33066	621-0732
MCI Gretchen Thompson	690 Saddle Bridge	Atlanta GA 30022	404-261-6781
Ken Nnamdi	5457 NW 169 Terr.	Miami FL 33055	305 430-9383
Peggy W Taylor	1465 NW 243rd St	Miami FL	305 652-8913





# HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: 970 882 - Slamming Customer Hearing DATE: 10/23/97  
 HEARING LOCATION: Ft Lauderdale (6:30p.m.) Broward Main Library ATTENDING CAF STAFF: Carmen Pena, Dick Durbin, Terry Reid

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
Joseph M. Glick	4751 NW 21 ST	LAUDERHILL, FL 3313	954 733-9712
Howard Furman	1200 S. PINE ISLAND ROAD #220	PLANTATION, FL 33324	954 424-6000
J. Smith	6551 N. University Dr	TAMPA	954 721-0718
E. Lowenberg	9400 LIVE OAK PL FT LAUD FLA	FT LAUD	954-475-1518
Mrs S. Smith	6351 N. University Dr	TAMPA 33321	954-721-0718
Edelmad Lopez	4550 SW 32nd Dr	Hollywood FL 33023	964-9205
Patricia Hino	San Gabriel		
M. S. Anderson	700 Bayshore Dr. (#22	Fort Rouch	566-0967
Randy Valore	888 S. Andrews Ave (201)	H. Land FL	522-330
DAVID BROWN	1660 N.E. 30 COURT	PAMPANO 33064	781-6328
LOU CROFTON	1201 River Reach Dr.	HOX -	(954) 524-7168
GAY KRANICK	683 NW 12th RD 133486		561 750-8999
Sharron Frady	600 SW 69 Way, Pemb Pines	FL 33023	954-961-7337
Cora L. Smith	2720 NW 2 St.	Pamp. FL 33023	954-979-5501
JOFF BARBANDU	8511 NW 53RD CT	Coral Springs 33067	954-345-0058

## HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: 970882 - Slamming Customer HearingDATE: 10/23/97HEARING LOCATION: Ft. Lauderdale (6:30 p.m.) Broward Main LibraryATTENDING CAF STAFF: Garmen Pena  
Dick Durbin  
Terry Reid

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
MCI Gretchen Thompson	6010 Saddle Bridge Ln	Atlanta, GA 30022	770-754-1010
Monica Davis	901 Intracoastal	Ft. Lauderdale, FL	954-568-0141
MONICA WHITE	3237 N.E. 11th ST.	Pompano Beach 33064	941-1766
MAURICE TREMBLAY	1611 MAYO ST 33020	<del>Hollywood</del>	920-2023
MARSHA INGEGNERI	1612 NE 31st ST	Pompano Beach	954-943-0973
Sister Hill			
Kristen Hill			
BellSouth Mike Brancan	6451 N FED HWY	FT LAUDERDALE	954-492-3401
Robert S. Jones	2081 NE 56th ST	Ft LAUDERDALE 33023	954 491-7839
Marty Jacobsen	700 N.W. 89th AVE	Pembroke Pines	305-632-6888
GEORGE S. ADRIANA	525 Dolterel Road #38	Delray Beach 33444	561-279-4144
KEVIN MALONE	903 BUTTERWORTH AVE 33068	N. LAUDERDALE	954-975-7477
Debbie Rose	12 Whitehead Cir Ft Lauderdale 33326		954-384-2578
State Rep. Mary Lou Cox	33 N.E. 2nd St Suite 209	State Rep. Office	467-4317
JANE TRAYNOR	374 SW 34th Ave Doral 33126	33442	954 427 8897

## HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: 970882-Slamming Customer Hearing

DATE: 10/23/97

HEARING LOCATION: Ft Lauderdale (6:30 p.m.) Broward Main Library

DATE: 10/20/77 Carmen Pera  
ATTENDING CAF STAFF: Dick Durbin  
Terry L. Reid

[illegible]

## HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: 970882- Slamming Customer Hearing

DATE: 10/24/97 Carmen Pena

HEARING LOCATION: West Palm Beach (6:30) ✓

ATTENDING CAF STAFF: Terry L. Reid

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
Ray Waters (RCA)	1000 Jefferson St SE	Houston, Tx 77057	713- <del>888</del> -8700
John Cooper	2600 Rucara Dr.	Del Rio, Tex 78840	561-276-2600
WBT Reilly (BST)	326 Fern Street #103	W 3 FL	
Sid Pic (BST)	326 Fern St #103	WPA FL 33401	561-837-9126
Julia King	1548 6th St	W. P.A. FL 33401	561-832-4493
Sid BEED (BST)	3138 Via Poinciana L.W.		
Hannor BEDELL	" "		
Rachel Ibarra			
Edward D. Kalbfleisch	14729 S.W., 104th Ter.	Miami, FL 33196	305-383-6612
Robert BEATH	150 W. 71st St. #1910	Miami FL 33130	(305) 347-5555



# HEARING ATTENDANCE RECORD

970882-T1

RECEIVED

OCT 28 1997

UTILITY NAME & DOCKET NO.: SLAMMING RULEMAKING WORKSHOP

DATE: 10/20/97

HEARING LOCATION: TALLAHASSEE

ATTENDING CAF STAFF: FPSC - Records/Reporting

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
THOMAS SKAYHAN	101 ORSON DRIVE 38433	DeFuniak Springs FL	(850) 892-6114
DONALD R. FOST	101 ORSON DRIVE	DeFuniak Springs	(850) 892 6114
Eugene Dauter	Rte. 3-Box 249, FL	Tallahassee 32310	(850) 668-1152
Tom Flanigan	2319 Vincent Dr.	Tallahassee 32303	(850) 385-3855
MICHAEL KENNEDY	3309 FRANKFORD AVE	PANAMA CITY FL 32405	904-785-7531
Emily Kennedy	302 B W. 23 <sup>rd</sup> ST.	Panama City FL 32405	850-764-5923
<del>James Gandy</del>	130 Oak St	Tallahassee FL 32301	850-222-8423
Kimberly Griep	125 S. Calhoun Street	Tallahassee FL 32307	850-222-7500
J.C. Wilson Jr	140 E. 6TH CT. 32331	Greenville FL	850-997-8591
Eric Wilson	1408 6 <sup>th</sup> Court	Greenville FL	11-11-11
Robert Flint	3424-H Old St. Augustine	Tall 32311	942-2430
Nancy Sim Bell	150 Somnroe, Suite 400 Talk.	Tall 32301	222-1201
Chris Sands	982 W. Prevard A-18	Talla FL 32301	224-5488
M. Matthews	Fla Senate C. on Reg. Indus		

Thanks. mbe

## HEARING ATTENDANCE RECORD

UTILITY NAME & DOCKET NO.: 970882TI - SLAMMING RULESDATE: 10/8/97HEARING LOCATION: PENSACOLAATTENDING CAF STAFF: DICK DURBIN

NAME	ADDRESS	CITY, STATE, ZIP	PHONE
Carolyn Brown	400 Winton Ave	Pensacola FL 32507	457-8359
Thelma Brown	401 Gilbert Ave	" " "	455-0835
Gretchen Thompson	6010 Saddle Bridge Ln	Alpharetta, GA 30004	
CHARLES C. REHWINKEL	2770 N. MAGNOLIA AVE.	PENSACOLA, FL 32503	(850) 432-0192
Terry Swiontek	6130 Warden ST	Pensacola, FL 32504	(850) 917-7730
Dian Swiontek	6130 Warden ST	Pensacola, FL 32503	(850) 917-7730
Don Barber	5499 Pensacola Blvd	"	850 4386006
ELLA WARREN	3705 N. 12th Ave	Pensacola	438-3977
MARY C. VAN ARSDALE	583 W. Roberts Rd	Camden NJ 08133	850 478-1252
Dan P. Hare	925 Langley Ave	Pensacola, FL 32504	850-476-7188
JOEL M. COHEN	583 W. Roberts Rd	Camden 32533	850-478-1252
Nathan Belcher	6400 Burkhead Rd	Pensacola FL 32506	

RECEIVED

OCT 28 1997

FPSC - Records/Reporting



**FLORIDA LEGAL SERVICES, P.C.**  
2121 DELTA BOULEVARD, TALLAHASSEE, FLORIDA 32303  
(904) 385-7900  
(904) 385-9998 Fax

RASHAD EL-AMIN  
PRESIDENT

**RECEIVED**  
KENT R. SPULLER  
DIRECTOR OCT 27 1997  
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. 970882-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*

Benjamin Ochshorn  
FLORIDA LEGAL SERVICES

*OK to leave  
10/27/97  
[Signature]*

RECEIVED

200 East Broward Blvd.  
Fort Lauderdale, FL 33301

Telephone: 954/763-4000  
Facsimile: 954/627-6472

OCT 23 11 05 AM '97  
ADMINISTRATION  
MAIL ROOM

RECEIVED

OCT 23 1997

FPSC - Records/Reporting

October 21, 1997

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. 970882-TI

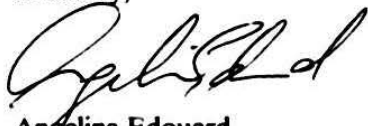
Dear Ms. Bayo:

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 Waterhouse  
Manager  
13284 SW 8th St.  
Miami, FL 33184

Telephone 305-663-8144  
Fax 305-228-1227

OCTOBER 23, 1997

OCTOBER 23, 1997

Correspondence

**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)**

770882

*[Signature]*

## BOW & ARROW SALES & SERVICE

John P. Waterhouse  
Manager  
13234 S. W. 6th Street  
Miami, FL 33186

Telephone 305-463-0144  
Fax 305-463-0144 or 305-426-1227

# **WE WERE "SLAMMED" . . AND ALMOST "DUNKED". By Supra Telecom & Information System ! ! !**

MIAMI, FL.: On Friday, August 29, 1997, I was driving from Fort Lauderdale on my regular commute to my volunteer job as bookkeeper at Bow & Arrow Sales & 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 advertised, 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

up. I told her I would like to think about it, and I would get back to her. As an afterthought, I asked if this service could be used for businesses also? She said yes, and asked if I wanted to sign up? I said no, that was not my decision to make, and my boss would have to make that decision. (I did not give her my name or the name of the business phone I was calling from.) But she must have had a phone ID machine, because she illegally SLANTED the business into one of the worst few weeks of its existence, and could possibly have put us out of business.

Three weeks later, John noticed the phone was not as busy as usual, especially during the pre-hunting season. Then he received a call from an old customer who asked why he was not being listed on the information line of Southern Bell?!! John called information 411 and asked for the phone number of Bow & Arrow Sales & Service. He was told by the operator that she could not give out that number because it was listed with another company!!! He immediately called Bell South Customer Service and despite the fact that he has ads in the Miami, Ft. Lauderdale, Hollywood and Homestead books, costing hundreds of dollars each month, Bell South would not give out the shop's phone number because our service had been transferred to another phone company. When he asked for the name, she would not give it out at first. When he informed her of all the advertising we did with Bell South, she finally revealed the company was called the Supra Telecom & Information System! John then spoke to Sandy Dalley at Bell South, 780-2800, ext. 5509, customer service. She told him that she could not transfer the service back to Bell South, since he would have to "get the permission" of this new company.

I then called the Florida Public Service Commission at 1-800-342-3552 on the advice of Mrs. McDowell, a superintendant at Bell South Business Office. I repeated this story to the man who answered the phone, and he told me that this

**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 engage in unauthorized switching of long distance 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, Ft. 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 Gonzalez, 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, #STIDE25, 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" organization.

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 new 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 SLATED 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 Miami 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 SLATING should be stopped in its tracks.

Thank you for your consideration of this complaint.

*Gloria Vaden* *John* ---  
Gloria Vaden and John Waterhouse

770802 CAF

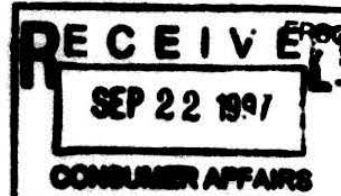
55.

Today's Date: 9.17.97  
Customer's Name: Laparkan Trading Ltd  
Address: 2929 NW 73 St Miami FL 33147  
Customer Contact Number: 305.836.4393 Rose Amberson

Federal Communications Commission  
Common Carrier Bureau  
Enforcement Division  
Informal Complaints and Public Inquiries Branch  
Mail Stop Code 1600A2  
2025 M St., NW  
Washington, DC 20554

RECEIVED

SEP 22 1997



REC - Records/Reporting

Dear Sir or Madam:

This letter is to inform you that my telephone service for telephone number (305) 836-4393 has been "slammed". This means that my telecommunications service provider was changed without my permission from Bell South to Super Telcom (Service Provider) on 9/1/1997. 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  
Correspondence Branch  
6th and Pennsylvania Avenue, NW  
Washington, DC 20580

Public Service Commission  
Address  
City, State

State of FL  
Attorney General  
Address

The Capitol, PI-01  
Tallahassee FL

32399-1050

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. BAYO  
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. 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 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,

A handwritten signature in cursive script, appearing to read "Kay Flynn".

Kay Flynn, Chief  
Bureau of Records

Enclosure



**JACK SHREVE**  
PUBLIC COUNSEL

**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 17 1997

FPSC - Records/Reporting

**MEMORANDUM**

**TO:** Blanco Bayo  
**From:** Charles J. Beck, OPC *CB*  
**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-**

**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. BAYO  
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. 970003-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,

A handwritten signature in cursive script that reads "Kay Flynn".

Kay Flynn, Chief  
Bureau of Records

Enclosure



**JACK SHREVE**  
**PUBLIC COUNSEL**

**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

**MEMORANDUM**

**TO:** Blanco Bayo  
**From:** Charles J. Beck, OPC *CJB*  
**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-T1 ("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**



**JACK SHRIVE  
PUBLIC COUNSEL**

**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

**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**

JACK SHRYVE  
PUBLIC COUNSELSTATE OF FLORIDA  
OFFICE OF THE PUBLIC COUNSELc/o The Florida Legislature  
111 West Madison Street  
- Room 812  
Tallahassee, Florida 32304-1000  
904-488-6500

## FAX COVER SHEET

DATE 10/14 TIME 9:20 AMTO: Kay FlynnFROM: Briefed PhotoTOTAL NUMBER OF PAGES (INCLUDING COVER) 2SPECIAL INSTRUCTIONS Attached is info. per our  
conversation today.If you have any questions -  
pls. call.Thanks -  
BriefedWE ARE TRANSMITTING FROM FAX NUMBER 904-488-4491. IF YOU  
ENCOUNTER PROBLEMS RECEIVING THIS FAX, PLEASE CALL 904-488-9330.

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.

Items added  
to attachment  
per OPC/Roberts  
request, and  
new attachment  
page substituted  
for attachment  
page on subpoena  
for Marsha Rule.  
KJ  
10/14/97

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. BAYO  
DIRECTOR  
(850) 413-6770

**Public 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. ~~920002-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*  
Kay Flynn, Chief  
Bureau of Records

Enclosure



**JACK SHREVE  
PUBLIC COUNSEL**

**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**  
SEP 28 1997  
FPSC - Records/Reporting

**MEMORANDUM**

**TO:** Blanco Bayo  
**From:** Charles J. Beck, <sup>CAB</sup> OFC  
**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:**

**1. 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,**
- b. 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.**

**2. All intra-company memos, correspondence, and e-mail in your possession, custody or control regarding slamming.**

**3. 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-**

4. 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.

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.

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



**JACK SHREVE  
PUBLIC COUNSEL**

**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**

**TO: Blanco Bayo**  
**From: Charles J. Beck, OPC**  
**Date: September 26, 1997**

**RECEIVED**  
SEP 26 1997  
FPSC - Records/Reporting

---

**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:**

- 1. 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,**
  - b. 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.**
  
- 2. All intra-company memos, correspondence, and e-mail in your possession, custody or control regarding slamming.**

**MEMORANDUM**  
**September 26, 1997**  
**Page -3-**

3. 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.

4. 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.

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.

**MEMORANDUM**

**October 26, 1997**

**Page -4-**

9. 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



**Suzanne Fannon Summerlin**  
ATTORNEY AT LAW

1811-B Paul Russell Road, Ste. 201  
Tallahassee, Florida 32301  
Phone: (904) 656-2288  
Fax: (904) 656-5889

VIA FACSIMILE

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

Dear Ms. Bayo:

I am representing the First Group, Inc. in Docket No. 920882-TI. I would like to request copies of the complete contents of Docket No. 970882-TI. If you will call us at 656-2288 when the copies are ready, we will come pick them up. Thank you very much.

Sincerely,

*Suzanne F. Summerlin*  
Suzanne F. Summerlin

SFS:es

119 pages

\$11.90

ready 9/18/97  
COW

added 9/18/97  
COW

Law Offices

# HOLLAND & KNIGHT

A Registered Limited Liability Partnership

315 South Calhoun Street  
Suite 600  
P.O. Drawer 810 (ZIP 32302-0810)  
Tallahassee, Florida 32301  
850-224-7000  
FAX 850-224-8832

## RECEIVED

SEP 17 1997

FPSC - Records/Reporting

Atlanta  
Boca Raton  
Fort Lauderdale  
Jacksonville  
Lakeland  
Miami  
New York

Orlando  
San Francisco  
St. Petersburg  
Tallahassee  
Tampa  
Washington, D.C.  
West Palm Beach

September 16, 1997

D. BRUCE MAY  
904-425-6806

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. 980000-TM

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. Bruce May

DBM/sms

*added  
9/17/97  
cm*  
*Interested  
Persons*



210 N. Park Ave.  
P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613

September 10, 1997  
Facsimile Request - (850) 413-7118

Ms. Blanca Bayo  
Director of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-085

Re: Docket 97-0882-TL

Dear Ms. Bayo:

Please place Technologies Management, Inc. on the interested parties list for Docket 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 Kemp  
Regulatory Analyst

cc: M. Pokorny

DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZARTH, P. A.

ATTORNEYS AND COUNSELORS AT LAW

P. O. BOX 2346  
ORLANDO, FLORIDA 32802-2346

800 NORTH MAGNOLIA AVENUE  
SUITE 1800  
ORLANDO, FLORIDA 32803

(407) 841-1200  
FAX (407) 423-1831

WRITER'S DIRECT DIAL  
(407) 428-5124

RECEIVED

SEP 02 1997

FPSC - Records/Reporting

August 27, 1997

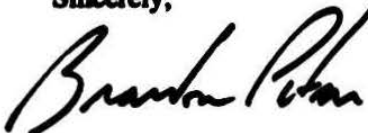
Attn: Blanca S. Bayo  
Director, Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0870

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

218 SOUTH MONROE STREET, SUITE 701  
POST OFFICE BOX 1876  
TALLAHASSEE, FLORIDA 32302-1876  
TELEPHONE (904) 222-0720  
TELECOPIERS (904) 224-4399, (904) 425-1942

**RECEIVED**

AUG 18 1997

97 AUG 18 7:32 PM  
FPSC- Records/Reporting

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.

Yours very truly,

  
Floyd R. Self

FRS/amb

**JILL N. BUTLER**

4585 Village Avenue  
Norfolk, Virginia 23502  
(757) 369-4524 (Voice)  
(757) 369-4500 (Fax)

**RECEIVED**  
**COX**

AUG 12 1997 COMMUNICATIONS

FPSC - Records/Reporting

August 5, 1997

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

Re: FPSC Docket No 970802-T1  
Joint petition of Robert A. Buttermere, 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 slandering and  
to determine the appropriate remedial measures.

Dear Ms. Bayo:

Please add the following to the list of interested persons for the above-captioned docket.

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 & Pearson, P.A.  
310 West College Avenue (ZIP 32301)  
Post Office Box 271  
Tallahassee, Florida 32302  
Telephone (904) 681-0311  
Telecopier (904) 224-5595

On behalf of Cox Communications, Inc.

Thank you very much for your assistance. If you have any questions, please give me a call.

Cordially yours,

*Jill Butler*

Jill Butler



July 24, 1997

RECEIVED

JUL 24 1997

FPSC - Records/Reporting

-----VIA FACSIMILE-----

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

970863mailinglist.doc



**RECEIVED**

**JUL 30 1997**

**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:\USERS\LEGAL\AMY\JOE\FLORIDA\DOCKET

AMERICAN NETWORK EXCHANGE, INC.

100 W. Lucerne Circle • Suite 100 • Orlando, FL 32801-4400 • (407) 246-1234 / Fax: (407) 481-2660



**WIGGINS & VILLACORTA, P.A.**

ATTORNEYS AT LAW  
501 EAST TENNESSEE STREET  
POST OFFICE DRAWER 1657  
TALLAHASSEE, FLORIDA 32302

TELEPHONE (904) 222-1534  
TELECOPIER (904) 222-1649

**RECEIVED**

JUL 24 1997

FPSC - Records/Reporting

**TELECOPY**

DATE: 7-24-97

TO: RECORDS AND REPORTING

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, PURNELL & HOFFMAN**

**PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW**

STEPHEN A. ECENIA  
KENNETH A. HOFFMAN  
THOMAS W. KONRAD  
MICHAEL G. MAIDA  
R. DAVID PRESCOTT  
HAROLD F. X. PURNELL  
GARY R. RUTLEDGE  
R. MICHAEL UNDERWOOD  
WILLIAM B. WILLINGHAM

POST OFFICE BOX 551, 32302-0551  
215 SOUTH MONROE STREET, SUITE 400  
TALLAHASSEE, FLORIDA 32301-1841

TELEPHONE (904) 681-6788  
TELECOPIER (904) 681-6515

GOVERNMENTAL CONSULTANTS

PATRICK R. MALLOY  
AMY J. YOUNG

July 23, 1997

RECEIVED

JUL 24 1997

FPSC - Records Reporting

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

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; 970889-TP; 970890-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, Ecenia, 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. Hoffman

**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. BAYO**  
**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**  
**Tallahassee, 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) 413-6078 or FAX (850) 413-6079.**

**Division of Records and Reporting**  
**Florida Public Service Commission**

**cc: Charles J. Beck, Deputy Public Counsel**