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PETER S. OUTLAND
WILLIAM J. FRANKLIN
JOHN F. GARDOLIA
TODD J. PARRIOTT
NEAL J. FENNER
ELLEN S. MARSHALL
HOWARD J. BARR
LOUISE CYGULSKI
NOT ADMITTED IN D.C.

January 25, 1991

Via Federal Express

Florida Public Service Commission
Division of Records and Reporting
101 East Gaines Street
Tallahassee, FL 32399-0870

910090-TI

Dear Mr./Ms.:

On behalf of Jones Lightwave of Tampa, Inc. ("Jones"), there are submitted herewith an original and twelve (12) copies of an Application Form for Authority to Provide Interexchange Telecommunications Service Within the State of Florida. Jones intends to lease dark fiber for its telecommunications facilities and then lease transmission capacity on its facilities to certificated interexchange carriers.

Also submitted herewith is a copy of the Application to be date-stamped and returned in the enclosed postage pre-paid self-addressed envelope.

Should there be any questions regarding this filing, kindly contact the undersigned.

Sincerely yours,

Todd Parriott

Todd J. Parriott
Counsel for Jones Lightwave
of Tampa, Inc.

Enclosure

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

00868 JAN 28 1991

FPSC-RECORDS/REPORTING

**** FLORIDA PUBLIC SERVICE COMMISSION ****

**DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION
101 E. Gaines Street
Fletcher Building
Tallahassee, Florida 32399-0866**

**APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA**

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:
- E. Once completed, submit the original and twelve (12) copies of this form to:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluations
101 East Gaines Street
Tallahassee, Florida 32399-0866
(904) 488-1280

Florida Public Service Commission
Division of Records and Reporting
101 East Gaines Street
Tallahassee, Florida 32399-0870
(904) 488-8371

FORM PSC/CRJ 31 (10/90)
Required by Commission Rule Nos. 25-24.471,
25-24.473 & 25-24.480(2)
(0418C)

DOCUMENT NUMBER DATE

60868 JAN 28 1991

1 PSC-RECORDS/REPORTING

1. This is an application for (check one):
(x) Original Authority (New company).
() Approval of Transfer (To another certificated company).
() Approval of Assignment of existing certificate (To a noncertificated company).

2. The legal name of the applicant:

Jonas Lightwave of Tampa, Inc.

3. Name under which the applicant will do business: Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Jonas Lightwave of Tampa, Inc.

Applicant will not operate under a fictitious name in Florida.

4. Florida address (including street name & number, post office box, city, state and zip code).

No Florida Address.

5. National address (including street name & number, post office box, city, state and zip code).

9697 E. Mineral Avenue
Englewood, CO 80112

6. Structure of organization; () Individual
(x) Corporation
() Foreign Corporation
() Foreign Partnership
() General Partnership
() Limited Partnership
() Other, _____

7. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.

N/A

8. If incorporated, give name, titles and addresses of the directors, chief officers and ten largest stockholders.

See Attachment

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

In January, 1991, Applicant filed papers to do business in Florida (see Application Reference No. W22077). Once received, Applicant will submit proof of authority to operate in Florida.

- (b) Name and address of the company's Florida registered agent.

CT Corporation System
8751 West Broward Blvd.
Plantation, FL 33324

10. Information as to whether any of the officers or directors have been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

None of Applicant's officers or directors have been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, nor are such actions pending.

11. Indicate if any of the officers, directors, partners or stockholders have previously been and/or currently are an officer, director, partner or stockholder in any other Florida certificated telephone company. No officers, directors, partners or stockholders have been and/or currently are an officer, director, partner or stockholder in any other Florida (a) If yes, give name of company and relationship. certificated telephone company.

- (b) If no longer associated with company, give reason why not.

12. List the states in which the applicant:

a) Has operated as an interexchange carrier.

None

b) Has applications pending to be certificated as an interexchange carrier.

None

c) Is certificated to operate as an interexchange carrier.

None

d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None

e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None

f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

13. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

(a) The application: Todd J. Parriott
Pepper & Corazzini (202)296-0600
1776 K Street, N.W., Suite 200
Washington, D.C. 20006

(b) Official Point of Contact for the ongoing operations of the company: James J. Krajci, President
Jones Lightwave of Tampa, Inc.
9697 E. Mineral Avenue
Englewood, CO 80112 (303)792-3111

(c) Tariff: Del Guynes
Jones Lightwave of Tampa, Inc.
9697 E. Mineral Avenue
Englewood, CO 80112 (303)792-3111

(d) Complaints/Inquiries from customers: Del Guynes
Jones Lightwave of Tampa, Inc.
9697 E. Mineral Avenue
Englewood, CO 80112 (303)792-3111

14. The applicant will provide the following interexchange carrier services (Check all that apply):

NTS with distance sensitive per minute rates
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

NTS with route specific rates per minute
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

NTS with statewide flat rates per minute (i.e. not distance sensitive)
 Method of access is FGA
 Method of access is FGB
 Method of access is FGD
 Method of access is 800

NTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.)

800 Service (Toll free)

MATS type service (Bulk or volume discount)
 Method of access is via dedicated facilities
 Method of access is via switched facilities

Private Line services (Channel Services)
(For ex. 1.544 abs., DS-3, etc.)

- Travel Service**
- Method of access is 950
- Method of access is 800

800 service

- Operator Services**
- Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels, students in Universities, patients in hospitals)
- Available to inmates

Services included are:

- Station assistance
- Person to Person assistance
- Directory assistance
- Operator verify and interrupt
- Conference Calling
- Other:

15. What does the end user dial for each of the interexchange carrier services that were checked in question 14?

N/A - no end user


16. What services will the applicant offer to other certificated telephone companies:

- { Facilities.
- { Operators.
- { Billing and Collection.
- { Sales.
- { Maintenance.
- { Other: _____

17. Will your marketing program:
- Pay commissions?
 - Offer sales franchises?
 - Offer multi-level sales incentives?
 - Offer other sales incentives?
18. Explain any of the offers checked above (To whom, what amount, type of franchise, etc.). Offers are to employees of Applicant in amounts yet to be determined.
19. Who will receive the bills for your service (Check all that apply)?
- Residential customers.
 - Business customers.
 - PATS providers.
 - PATS station end-users.
 - Hotels & motels.
 - Hotel & motel guests.
 - Universities.
 - University dormitory residents.
 - Other: (specify) Interexchange Carriers.
20. Provide the name and address of the firm who will bill for your service.
- Jones Lightwave of Tampa, Inc.
9697 E. Mineral Avenue
Englewood, CO 80112
21. Will the name of your company appear on the bill for your services, and if not, why? Yes
22. Who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?
- Del Guynes Florida Employees: To Be Determined
Jones Lightwave of Tampa, Inc.
9697 E. Mineral Avenue
Englewood, CO 80112 (303)792-3111
23. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).
Tariff Attached.

****APPLICANT ACKNOWLEDGEMENT STATEMENT****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
6. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.


Typed name and signature of owner or
chief officer. James J. Krejci

President

Title

Jan 24, 1991
Date

ATTACHMENTS:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES
AND EAS ROUTES
- E - GLOSSARY

FORM PSC/CNU 31 (10/90)

****APPENDIX A****

CERTIFICATE TRANSFER STATEMENT

I, (TYPED NAME)
current holder of certificate number _____, have reviewed this
application and join in the petitioner's request.

Signature of owner or chief officer
of the certificate holder

Title

Date

****APPENDIX B****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS


A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- (x) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)


Typed name and signature of Owner
or Chief officer James J. Krejci

President

Title


Date

**** APPENDIX C ****

INTRASTATE NETWORK

1. POP: Addresses where located, and indicate if owned or leased.

- | | |
|--------|----|
| 1) N/A | 2) |
| 3) | 4) |

2. SWITCHES: Address where located, by type of switch, and indicate if owned or leased.

- | | |
|--------|----|
| 1) N/A | 2) |
| 3) | 4) |

3. TRANSMISSION FACILITIES: Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

1) <u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
----------------------	-------------	------------------

2) N/A - Applicant will lease dark fiber and then lease such facilities to certificated Interexchange Companies to connect various POPs of an Interexchange Company. Although a carrier's carrier, Applicant will lease, rather than own, its telecommunications facilities. For the lessor to lease such facilities to Applicant without subjecting itself to PSC regulation as a telecommunications company, Applicant must be a certificated Interexchange Company.

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D). N/A - Applicant will provide carrier's carrier service.

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

Applicant will provide carrier's carrier service and its customer, a certificated Interexchange Company, will comply with the EAEA requirements contained in Commission Rule 25.24.47(4)(a).

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not () previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

b) If the services are not currently offered, when were they discontinued?


Typed name and signature of Owner or
Chief officer James J. Krejci

President

Title

Jan 24, 1991
Date

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).



Typed name and signature of

Owner/Chief Officer James J. Krejci

President
Title

June 27, 1991
Date

FLORIDA EAS FOR MAJOR EXCHANGES

Extended Service Area	with	These Exchanges
PENSACOLA:		Cantonment, Gulf Breeze, Pace, Milton Molley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Tyndall AFB and Youngstown-Fountain.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:		New Smyrna Beach.
TAMPA:		Central None East Plant City North Zephyrhills South Palmetto West Clearwater
CLEARWATER:		St. Petersburg, Tampa-West and Tarpon Springs.
ST. PETERSBURG:		Clearwater.
LAKELAND:		Bartow, Mulberry, Plant City, Polk City and Winter Haven.
ORLANDO:		Apopka, East Orange, Lake Buena Vista Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.

**** FLORIDA EAS FOR MAJOR EXCHANGES CONTINUED ****

WINTER PARK:	Apopka, East Orange, Lake Buena Vista Orlando, Oviedo, Sanford, Windermere Winter Garden, Oviedo-Winter Springs Reedy Creek, Geneva and Montverde,.
TITUSVILLE:	Cocoa and Cocoa Beach.
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.
SARASOTA:	Bradenton, Myakka and Venice.
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.
MAPLES:	Marco Island and North Naples.
WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine

**** APPENDIX E ****

**** GLOSSARY ****

ACCESS CODE. The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 960-10XX.

BYPASS. Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER. An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE. A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NOX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE. The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

COMMISSION. The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY. These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY. The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER. The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS. EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE. The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA. The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE. A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED. An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES. A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS. General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY. means any telephone company, as defined in Section 364.02(4), F.S., which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL. A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL. A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS. The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE. Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA. LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY. (LEC) means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN. An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE. A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER. A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY. Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.336(4), F.S.

POINT OF PRESENCE (POP). Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE. Individual line service or party line service.

RESELLER. An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION. A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER. These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE. The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER. Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK. A communication channel between central office units or entities, or private branch exchanges.

**** APPENDIX F ****

SUMMARY OF RESALE CERTIFICATE APPLICATION

1. **Principal U.S. Office:** _____

2. **Principal Florida Office:** _____

3. **Contact Person** (Name) _____
(Address) _____
(City) _____
(Phone) _____

4. **Nonrecurring Charges:** _____

5. **Rate Offering:** _____

6. **Deposit Practices:** _____

7. **Service Locations:(List the exchanges you plan to start service in.)**

**IXC APPLICATION
JONES LIGHTWAVE OF
TAMPA, INC.**

ATTACHMENT

Question 4

Response

Name of Shareholders:

Jones Lightwave, Ltd., a Colorado corporation, owns 100 percent of the outstanding shares of the applicant. Jones Lightwave, Ltd.'s address is 9697 E. Mineral Avenue, Englewood, CO 80112.

Names and Addresses of all Directors:

Glenn R. Jones:	9697 E. Mineral Ave. Englewood, CO 80112
James J. Krejci:	9697 E. Mineral Ave. Englewood, CO 80112
Carl E. Vogel:	9697 E. Mineral Ave. Englewood, CO 80112
Elizabeth M. Steele:	9697 E. Mineral Ave. Englewood, CO 80112

Names, Titles and Addresses of all Officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
James J. Krejci	President	9697 E. Mineral Ave. Englewood, CO 80112
Carl E. Vogel	Vice President/ Finance & Treasurer	9697 E. Mineral Ave. Englewood, CO 80112
Elizabeth M. Steele	Secretary	9697 E. Mineral Ave. Englewood, CO 80112
John L. McCabe	Acting Secretary	9697 E. Mineral Ave. Englewood, CO 80112
Lorri Ellis	Assistant Secretary	9697 E. Mineral Ave. Englewood, CO 80112

TITLE SHEET

FLORIDA TELECOMMUNICATIONS

TARIFF

OF

JONES LIGHTWAVE OF TAMPA, INC.

As filed with the Florida Public Service Commission

This tariff contains the descriptions, general rules, regulations, and rates applicable to the furnishing of transmission facilities offered under individually negotiated contracts by Jones Lightwave of Tampa, Inc. within the state of Florida. The principal office of Jones Lightwave of Tampa, Inc. is 9697 E. Mineral Avenue, Englewood, CO 80112. This tariff is on file at the Florida Public Service Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED:

EFFECTIVE:

**ISSUED BY: JAMES KREJCI, PRESIDENT
JONES LIGHTWAVE OF TAMPA, INC.
9697 EAST MINERAL AVENUE
ENGLEWOOD, COLORADO 80112**

JONES LIGHTWAVE OF TAMPA, INC.

**FPSC TARIFF NO. 1
ORIGINAL SHEET 2**

CHECK SHEET

The Title Page and Sheets 1 to 20, inclusive, of this tariff are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original tariff that are in effect on the date thereon except as otherwise noted.

SHEET

REVISION NUMBER

ALL SHEETS ORIGINAL

ISSUED:

EFFECTIVE:

**ISSUED BY: JAMES KREJCI, PRESIDENT
JONES LIGHTWAVE OF TAMPA, INC.
9697 EAST MINERAL AVENUE
ENGLEWOOD, COLORADO 80112**

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ISSUED:

EFFECTIVE:

ISSUED BY: JAMES KREJCI, PRESIDENT
JONES LIGHTWAVE OF TAMPA, INC.
9697 EAST MINERAL AVENUE
ENGLEWOOD, COLORADO 80112

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue**
- I - Change Resulting In An Increase To A Customer's Bill**
- M - Moved from Another Tariff Location**
- N - New**
- R - Change Resulting In A Reduction To A Customer's Bill**
- T - Change In Text Or Regulation But No Change In Rate Or Charge**

ISSUED:

EFFECTIVE:

**ISSUED BY: JAMES KREJCI, PRESIDENT
JONES LIGHTWAVE OF TAMPA, INC.
9697 EAST MINERAL AVENUE
ENGLEWOOD, COLORADO 80112**

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
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 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made

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to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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APPLICATION OF TARIFF

This Tariff contains the general regulations and terms applicable to individually negotiated contracts providing for the lease of capacity on transmission facilities provided by Jones Lightwave of Tampa, Inc. within the State of Florida.

Regulations and terms as specified in this Tariff apply only to facilities provided under contract to the Customers of Jones Lightwave of Tampa, Inc. and shall not serve as a substitute for tariff offerings of services by those Customers. The offering for lease of transmission facilities by Jones Lightwave of Tampa, Inc., as set forth in this Tariff and the individually negotiated contracts, does not constitute a joint undertaking with its Customers for the furnishing of any service.

Whenever intrastate transmission facilities provided by Jones Lightwave of Tampa, Inc. are connected to facilities provided by a telephone company, the regulations, rates and charges of such telephone company shall apply for the facilities and services provided by the telephone company.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Carrier's Carrier

An IXC that provides telecommunications service, mainly bulk transmission service, to other IXCs only.

Company, or Lightwave

Whenever used in this Tariff, "Company," or "Lightwave" refers to Jones Lightwave of Tampa, Inc., unless otherwise specified or clearly indicated by the context.

Customer or Subscriber

Any person, firm, partnership, corporation, or other entity furnished telecommunications services under the provisions and regulations of the Company's Tariff.

Fiber Optic Facility

Telecommunications facilities which rely on fiber optic strands which transmit light signals.

Interexchange Company (IXC)

Any telephone company, as defined in Section 364.02(4), F.S., which provides telecommunications services between exchange areas as described in the approved tariffs of individual local exchange companies.

Telephone Company

Any person, firm, partnership, corporation, or other entity holding a certificate of public convenience and necessity from the Florida Public Service Commission, or as defined in Section 364.02 of the Florida Statutes.

Transmission Facilities

Refers to several media which may be used for telecommunications purposes, including, but not limited to, fiber optics, infrared, wireline cable, coaxial cable, satellite, or microwave.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Jones Lightwave of Tampa, Inc.

2.1.1 General

- (A) Lightwave's services consist of the contractual lease of capacity on transmission facilities to Telephone Companies with high capacity requirements. Subject to the guidelines and terms of the Tariff, Lightwave enters into individually negotiated lease agreements with Telephone Companies. Each individual contract involves the lease of transmission facilities or other services tailored to meet the individual needs of the Telephone Company.
- (B) Lightwave's facilities are operational 24 hours per day, seven days per week, subject to interruptions and disruptions of service due to events beyond Lightwave's control or due to service and maintenance of the facilities.
- (C) Capacity on transmission facilities leased to Lightwave Customer's under this Tariff may be connected to other facilities of that Customer or of a Telephone Company between certain locations, subject to the regulations of the Florida Public Service Commission.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Jones Lightwave of Tampa, Inc. (con't.)

2.1.1 General (con't.)

- (D) So long as Florida Public Service Commission policy provides for a local exchange telephone company (LEC) toll transmission monopoly area within each Equal Access Exchange Area (EAEA), Lightwave will not offer to lease capacity between points within any EAEA unless the Customer is a monopoly authorized carrier.

2.2 Limitations

- (A) Lightwave's transmission facilities are offered subject to the availability of facilities, the provisions of this Tariff, and the terms and conditions of the individually negotiated contract.
- (B) Lightwave reserves the right to discontinue service or limit the use of service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, the individual customer contract, or the law.
- (C) Lightwave does not transmit messages. However, the service it furnishes may be used for that purpose.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations (con't.)

- (D) Lightwave shall be responsible only for the installation, operation, and maintenance of its facilities, as provided for in this Tariff and in the individual Customer contract.
- (E) All uses of Lightwave's facilities shall be subject to the regulations and policies of the Florida Public Service Commission.
- (F) Unless otherwise agreed, Lightwave's Customers may not transfer or assign a lease of capacity on Lightwave's fiber optic network.

2.3 Use

Services provided under Tariff and individual contract may be used by Customers or Customer's patrons for any lawful purpose for which the service is technically suited.

2.4 Liability

- (A) The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2 - RULES AND REGULATIONS

2.4 Liability (con't.)

- (B) The Company shall not be liable for and shall be fully indemnified and held harmless by its Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- (C) No agent or employee of any other entity shall be deemed to be an agent or employee of the Company, unless previously agreed to in advance and in writing.
- (D) The Company shall only be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS

2.5 Interconnection

2.5.1 Terminal Equipment

Lightwave's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise specifically provided by tariff or contract. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Lightwave's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry, including but not limited to Part 68 of the FCC rules.

2.5.2 Facility Interconnection

- (A) Service furnished by Lightwave may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by Lightwave. Service furnished by Lightwave is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities shall be provided at the Customer's expense.
- (B) Interconnection with facilities or services of other carriers shall be according to the applicable terms and conditions of the other carriers' tariffs and policies of the Florida Public Service Commission, and such interconnection shall be subject to the individual customer contract.

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SECTION 2 - RULES AND REGULATIONS

2.6 Payment for Service and Credit Allowance

2.6.1 Payment for Service

- (A) Unless otherwise agreed, all charges due by the Customer are payable within 30 days of the bill date to any agency duly authorized to receive such payments. A late charge of 1.5% per month is applied to each Customer's bill when the previous month's bill has not been paid in full prior to the next billing date. The 1.5% charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill. This provision shall apply to federal and state government pursuant to existing statutes applicable to those governmental entities. No late payment charges shall be assessed against county or municipal governments.
- (B) Any objection to billed charges must be reported to the Company or its billing agent within thirty days of the bill date. Adjustments to Customer's bills shall be made when circumstances exist which reasonably indicate that such changes are appropriate.

2.6.2 Taxes and Fees

The Customer is responsible for payment of all sales, use, excise, or gross receipts taxes which may be levied on the Company's service by any local, state, or federal government. Such taxes will be added pro rata to the Customer's monthly bill insofar as practical.

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SECTION 2 - RULES AND REGULATIONS

2.6 Payment for Service and Credit Allowance (con't.)

2.6.3 Credit Allowance

Credit allowances for leased transmission facility capacity outages will be governed by the terms of the individual contract for service.

2.6.4 Deposits

No deposits are required to establish service.

2.6.5 Advance Payment

For Customers whom the Company feels an advance payment is necessary, Lightwave reserves the right to collect an amount not to exceed one (1) month's estimated charges as advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.7 Installation of Service

2.7.1 Terms of Installation

Service is installed upon contractual agreement between Lightwave and the Customer.

2.7.2 Inspection of Facilities

Lightwave retains the right to inspect any facilities or equipment, provided by Customer or entity other than Lightwave, which are associated with any Lightwave facilities provided under this Tariff to determine if such facilities or equipment comply with minimum protective criteria standards as set forth in Section 2.5.1 of this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.8 Discontinuance of Service

Unless otherwise agreed, Lightwave may discontinue providing capacity to any Customer if any payment due is not received by Lightwave within 30 days of the due date of the bill. If service is terminated for nonpayment, Lightwave may retain all amounts previously paid by that Customer. The Customer shall remain liable for all payments due to Lightwave for the period prior to termination, including all overdue charges for that period, collection costs and legal fees.

2.9 Refusal of Facilities

Lightwave reserves the right to refuse to lease capacity to any potential Customer with which it is unable to reach a mutually satisfactory agreement.

2.10 Damages

Customers shall reimburse Lightwave for all damages to facilities provided under this tariff, caused by negligence or willful act of such Customer or patron of such Customer, or resulting from improper use of Lightwave's facilities, or due to malfunction of any facilities or equipment provided by entities other than Lightwave.

2.11 Other Rules

No other rules apply at this time.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 LIGHTWAVE BROADBAND FIBER Service

3.1.1 Quality of Service Offered

LIGHTWAVE BROADBAND FIBER Service is an end-to-end, digital communications service provided to IXCs and other Telephone Companies with a requirement for high capacity service. BROADBAND FIBER Service is suitable for the transmission of voice, data, and video communications. The network is designed for link performance on average of better than 10⁻¹¹ Bit Error Rate, with an overall network-wide availability objective in excess of 99.5%. Overall quality of service may vary somewhat due to the variability in the quality of facilities provided by other carriers which is beyond the control of Lightwave.

3.1.2 General Technical Description

LIGHTWAVE BROADBAND FIBER Service features fully fiber optic routes. The network design utilizes a redundant ring topology with route diversity. Protection switching is incorporated in all fiber network electronics employed in Lightwave's network. In the event of electronic component failure, the network is designed for standby equipment to switch into service.

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SECTION 3 - DESCRIPTION OF SERVICE OFFERED

3.1 LIGHTWAVE BROADBAND FIBER Service (con't.)

3.1.3 LIGHTWAVE BROADBAND FIBER Service Components

The appropriate fiber capacity is determined jointly by Lightwave and the Customer. Capacity is measured in megabits per second (Mbps) of bandwidth.

LIGHTWAVE BROADBAND FIBER Service may include any or all of the following optional features:

- Alternate Routing
- Network Design Support
- Network Optimization
- Customer Control of Network Reconfiguration
- Network Interface Equipment
- Network Cross Connect

The specific mix of service and support will be negotiated and specified in the individual Customer contract.

3.1.4 Installation

The installation schedule is dependent upon the total mix of facilities and services required by the individual Customer. Terms of installation shall be included in the lease agreement between Lightwave and the individual Customer.

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SECTION 3 - DESCRIPTION OF SERVICE OFFERED

3.1 LIGHTWAVE BROADBAND FIBER Service (con't.)

3.1.5 Interconnection

Local or long haul charges for interconnection from the Customer's site(s) to the LIGHTWAVE BROADBAND FIBER Service network are in addition to the rates and charges for all other elements of the service. Interconnection may be provided by local exchange carriers or interexchange carriers according to their respective tariffs and the rules of the Florida Public Service Commission. The Customer will be directly responsible for all interconnection charges assessed by the providing carrier(s).

3.1.6 Maintenance

Maintenance is provided via a Network Control Center (NCC) located in Tampa, Florida. Specific hours of coverage, response time, technical staff support and mutual testing arrangements are tailored to the needs of the individual Customer.

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SECTION 4 - RATES

C.1 LIGHTWAVE BROADBAND FIBER Service

BROADBAND FIBER Service is specifically designed for each individual customer and priced accordingly. This service will be provided only to Telephone Companies certificated by the Florida Public Service Commission. The terms, rates and conditions of leases of fiber optic capacity to Customers are contained in the lease contracts negotiated by Lightwave with such Customers on an individual case basis.

Individual contracts for service shall be submitted to the Florida Public Service Commission for approval at least 30 days prior to the effective date of the contract.

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