BellSouth Telecommunications, Inc. Suite 400 Fax 904 222 8640 904 222 1201 Nancy M. Sims Director - Regulatory Relations

150 South Monroe Street Tallahassee, Florida, 32301

May 12, 1997

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

Dear Ms. Bayo:

SEC

WAS __

OTH ___

RE: Docket No. 970260-TP Approval of the Interconnection Agreement Negotisted by BellSouth Telecommunications, Inc. ("BellSouth") and Palmer Wireless, Inc. Pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

On February 27, 1997, BellSouth and Palmer Wireless, Inc. submitted an interconnection agreement for approval by the Florida Public Service Commission.

The filing included some extra pages that were inadvertently attached and were not part of the agreement. These pages were part of Supra Telecommunications Florida Price List starting with Original Sheet 13 going through Original Sheet 28. We have attached a copy of these pages and request that they be removed from the official record in this case.

ACK	
AFA We are sorry for any inconvenience to	his may have caused and appreciate your help in
COL	
Yours very truly,	
7 June H Van	
Director-Regulatory Relations	
CC: All Parties of Record	
BCH PROFILED ST	

EPSC BUREAU OF RELOADS

04738 HAY 125

TPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE

Docket 970260

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S. Mail this 12th day of May, 1997 to the following:

Palmer Wireless, Inc. VP and General Counsel 12800 University Drive, #500 Fort Myers, Florida 33907-5337

Tany H. Sime

Florida Price List No. 2 Original Sheet 13.

.... COPY

SECTION 2.0 - NULES AND REGULATIONS, (CONT'D.)

2.5 Liability

- 2.5.1 The liability of the Company for any 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 shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- * 3.5.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other 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 any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos 12914 S.W. 133 Court, Suite B Miami, Florida 33186 Telephone: (305) 234-5393

DOCUMENT NUMBER -DATE

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (Coat'd.)

- The Company shall not be liable for, and shall be 2.5.3 fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, 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 from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.6 When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Florida 33106

Florida Price List No. 2 Original Sheet 15

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Minimum Service Period

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

2.7 Cancellation by Customer

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of Supra Telecommunications & Information Systems may cancel service at any time upon reasonable notice. Upon such cancellation the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Mr. Key Ramos

12914 S.W. 133 Court, Suite B

SECTION 2.6 - RULES AND REGULATIONS, (CONT'D.)

2.8 Refues! or Discentinuance by Company

Supra Telecommunications & Information Systems may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- 2.8.1 For failure of a Customer to make a deposits as required under this tariff;
- 2.8.2 For impersonation of another with fraudulent intent;
- 2.8.3 For nonpayment of any sum due;
- 2.8.4 For use of service in a manner reasonably to be expected to frighten, abuse, torment or harass another;
- 2.8.5 For any other violation of the Company's rules and regulations applying to Customer's contracts or the furnishing of service;
- 2.8.6 Without notice for abandonment of service;
- 2.8.7 Without notice for use of service in such a way as to impair or interfere with the service provided to other Customers;
- 2.8.8 Without notice for abuse or fraudulent use of service.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Plorida 33186

SECTION 2.6 - RULES AND REGULATIONS, (CONT'D.)

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling Supra's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.10 Employee Concessions

[Reserved for Future Use]

2.11 Terminal Squipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PSEs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

2.12 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Florida Price List No. 2 Original Sheet 18

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.13 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.14 Restoration of Service

Restoration of service shall be accomplished in accordance with Florida PSC rules and regulations.

2.15 Tests, Pilots, Promotional Compaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

2.16 Access to Customer's Frances

The customer shall be responsible for making arrangements or obtaining permission safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

ISSUED: Vebruary 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos 12914 S.W. 133 Court, Suite B

Plorida Price List No. 2 Original Sheet 19

SECTION 2.6 - RULES AND REGULATIONS, (CONT'D.)

2.17 Credit Requirements

The Company reserves the right to deny or cancel service to entities which do not meet the Company's credit requirements or for whom credit information is not available.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Florida 33186

SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES

1.1 Quality of Service Standards

Supra Telecommunications & Information Systems will offer local exchange services, including dial tone and local calling services, on a twenty-four hours a day, seven days a week basis.

Supra Telecommunications & Information Systems's services will provide service to meet the following standards:

- 3.1.1 At least 95% of all calls will receive dial tone within three (3) seconds;
- 3.1.3 At least 97% of all calls offered to any trunk group will not encounter an all-trunks busy condition;
- 3.1.3 Call completion rate for intra-office calls, interoffice calls, extended area calls and intraLATA toll calls will be at least 95%.
- 3.1.6 Overall transmission losses within each inter-toll trunk group will not vary more than plus or minus two (2) db.

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Key Ramos 12914 S.W. 133 Court, Suite B

Miami, Florida 33186

Florida Price List No. 2 Original Sheet 21

SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES, (CONT'D.)

3.2 Basic Flat Rate Local Service

3.2.1 Regidential Line

Residential line service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each residential line established.

A rotary or hunting arrangement is available with residential line service for an additional monthly charge. A rotary or hunting arrangement will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

Nonrecurring connection charge:

First line \$50.00 Each add'l line \$12.00

Monthly recurring charge, per line: \$10.65

Monthly charge for rotary or hunting, per line: \$ 5.33

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ISSUED BY:

Mr. Kay Ramos

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Miami, Plorida 33186

Florida Price List No. 2 Original Sheet 22

SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES, (CONT'D.)

1.2 Basic Plat Rate Local Service, (Cont'd.)

1.2.2 Business Line

Business line service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each business line established.

A rotary or hunting arrangement is available with business line service for an additional monthly charge. A rotary or hunting arrangement will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

Nonrecurring connection charge:

First line \$75.00 Each add'l line \$12.00

Monthly recurring charge, per line: \$29.10

Monthly charge for rotary or hunting, per line: \$10.42

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ISSUED BY:

Mr. Key Ramos 12914 S.W. 133 Court, Suite B

Miami, Florida 33186

Florida Price List No. 2 Original Sheet 23

SECTION 3.0 - BASIC SERVICE DESCRIPTION & BATES, (CONT'D.)

3.2 Seeie Flat Rate Local Service, (Cont'4.)

3.2.3 Business Trunk

Business trunk service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each business trunk established.

A rotary or hunting arrangement is available with business trunk service for an additional monthly charge. A rotary or hunting arrangement will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

Monrecurring connection charge:

First trunk \$75.00 Each add'l trunk \$12.00

Monthly recurring charge, per trunk: \$49.47

Monthly charge for rotary or hunting, per line: \$10.42

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos 12914 S.W. 133 Court, Suite B

Plorida Price List No. 2 Original Sheet 24

SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES, (CONT'D.)

3.3 Directory Assistance

Customers may obtain assistance, for a charge, in determining a telephone number by dialing local directory assistance. A directory assistance charge applies for each telephone number requested from the Directory Assistance Operator. Pursuant to FPSC rules and regulations, the Company will not charge for directory assistance calls placed by handicapped customers.

Per request:

\$0.25

3.4 Custom Calling Features

Custom Calling Features are offered in additional to basic local service, on an optional basis and where technically feasible. A monthly and nonrecurring charge applies to each feature subscribed to by the Customer.

If multiple Custom Calling Features are added simultaneously, only one nonrecurring charge applies. If Custom Calling Features are requested when new service is established, only the nonrecurring charges associated with the residential line or business line/trunk installation applies.

3.4.1 Three Way Calling

Three May Calling permits an existing call to be held, and, by dialing, a second telephone call can be established and added to the connection. This service contemplates that normal transmission performance quality can not be guaranteed on all calls.

Monrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk: \$ 1.75

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Mr. Key Ramos

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES, (CONT'D.)

1.4 Custom Calling Postures, (Cont'd.)

3.4.2 Call Perwarding

Call Forwarding provides an arrangement for transferring incoming calls to another local service telephone number by dialing a code and the number of the service to which calls are to be transferred. In addition, calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred.

Monrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk:

\$ 6.60

3.4.3 Call Weiting

Call Waiting by means of a tone signal a customer who is using the telephone is alerted when another caller is trying to reach that station. Permits putting first call on hold so that second call can be answered.

Monrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk:

\$ 5.80

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Key Remos

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Miami, Florida 33186

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Plorida Price List No. 2 Original Sheet 26

SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES, (CONT'D.)

3.4 Custom Calling Features, (Cont'd.)

3.4.4 Speed Calling (8 code)

Speed Calling provides for the calling of a seven or ten digit telephone number by dialing an abbreviated code. Up to eight abbreviated codes are assignable.

Monrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk: \$ 3.00

3.4.5 Speed Calling (30 code)

Speed Calling provides for the calling of a seven or ten digit telephone number by dialing an abbreviated code. Up to thirty abbreviated codes are assignable.

Monrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk:

\$ 5.00

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY: Nr. Key Ramos

Mr. Kay Ramos 12914 S.W. 133 Court, Suite B

Miami, Florida 33186

Florida Price List No. 2 Original Sheet 27

SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES, (CONT'D.)

1.5 Operator Assisted Local Calls

Operator Assisted Local Calls are calls placed to a local calling area, areas that can be called on a flat rate basis, with the assistance of an operator. An operator surcharge applies to each operator assisted call.

Station to Station Calling/Credit Card, per call: \$.75 Station to Station Collect, Third Humber, per call: \$1.00 Person to Person, per call: \$2.50

If the operator dials the terminating number, the following per call charge applies in addition to the operator surcharges defined in Section 3.5 of this tariff.

Per Call Charge:

\$.60

3.6 Verification and Emergency Interrupt Service

Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit. The customer shall indemnify and save Customer harmless against all claims that may arise from either party to the interrupted call or any person.

Verification Service is provided for the purpose of aiding subscribers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a local subscriber line. A subscriber originated request for verification of a local number other than an emergency agency number is a chargeable verification request if Customer determines that the line is in use. No charge applies if the line is out of order.

Verification, each request:

\$.35

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

Miami, Florida 33186

Florida Price List No. 2 Original Sheet 28

SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES, (CONT'D.)

3.6 Verification and Emergency Interrupt Service, (Cont'd.)

Emergency Interrupt Service is provided when a subscriber has originated a verification request to a line which has ben found in a busy talking state informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared. A subscriber originated request for Emergency Interrupt to a local number other than an emergency agency is a chargeable Interrupt request.

Emergency Interrupt, each request:

\$.40

ISSUED: February 18, 1997 EFFECTIVE:

ISSUED BY:

Mr. Kay Ramos

12914 S.W. 133 Court, Suite B

MESSER, CAPARELLO & SERECEIVED

AN SOUTH MONHOF STREET SHIEL TO-

TALLAHASSER, FLORINA DEBOE-1876 TELEPHONE 1904 222 0720

TELECOPIERS (904) 224 4359 (904) 4/5 (942

FPSC-RECOPDS/REPORTING

March 12, 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. 970260-TP - Request for approval of interconnection agreement negotiated by BellSouth Telecommunications, Inc. with Palmer Wireless, Inc.

Dear Ms. Bayo:

Please add this firm to the mailing list for Docket No. 970260-TP directing all pleadings, orders, notices, or other materials to the undersigned. Thank you for your assistance in this matter.

Yours very truly,

Norman H. Horton, Jr.

NHHI/amb

RUTLEDGE, ECENIA, UNDERWOOD, PURNELL & HOFFMAN

PROFESSIONAL ASSOCIATION ATTORNEYS AND COUNSELORS AT LAW

STEWEN A ECONA INJUNETINA INSPIRMA THEORY IN HORMAD INCHIES IN HORMAD IN HORMAD PRESCOTT HARDLES IN PLANELL GARY R. RUTLESHAL IN MICHIEL LINGERHADOR POST OFFICE BOX 951, 8682 0061 215 SOUTH MOMENT STREET SUFTE 490 TALLAMASSAND, PLOMEDS 32351-1001 BOURDOON ON CONSULTANTS PATRICIP & MALOY MIN'S TOURS

TELECOPER (100) 601-6465 IL

March 5, 1997

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 No. 970260-TP; Request for approval of interconnection agreement negotiated by BellSouth Telecommunications, Inc. with Palmer Wireless, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Ms. Bayo:

The undersigned represents Palmer Wireless, Inc. ("Palmer"). Palmer is a party to the agreement filed in the above-referenced docket. Please provide copies of all notices, CASRs, orders, staff recommendations, pleadings and other documents filed, served or issued in the above-referenced docket to the following:

Kenneth A. Hoffman, Esq. William B. Willingham, Esq. Rutledge, Ecenia, Underwood, Purnell & Hoffman, P.A. P. O. Box 551 Tallahassee, Florida 32302-0551 (904) 681-6788 (phone) (904) 681-6515 (fax)

Thank you for your assistance in this matter.

Sincerely,

tenneth A. Wiffman

KAH/rl