LAW OFFICES

#### MESSER, CAPARELLO & SELF

A PROFESSIONAL ASSOCIATION

FILE COPY

218 SOUTH MONROE STREET, SUITE 701
POST OFFICE BOX 1876

TALLAHASSEE, FLORIDA 02002-1876 TELEPHONE (904) 222 0720

TELECOPIERS (904) 224-4359. (904) 425-1942

June 9, 1997

97170\$-TX

BY HAND DELIVERY

Ms. Blanca Bayo, Director Division of Records and Reporting Florida Public Service Commission Room 110, Easley Building 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

Dear Ms. Bayo:

Enclosed for filing on behalf of TeleConex, Inc. are an original and six copies of the Application for Authority to Provide Alternative Local Telecommunications Service Statewide together with attachments thereto, and a check in the amount of \$250.00 for the filing fee.

Please indicate receipt of this document by stamping the enclosed two extra copies of this letter.

Your attention to this filing is appreciated.

Sincerely,

Norman H. Horton, Jr.

NHH/amb Enclosures cc: Mr. Steve Watson

Check received with filing and forwarded to Fiscal for deposit.

Interior who forwarded check

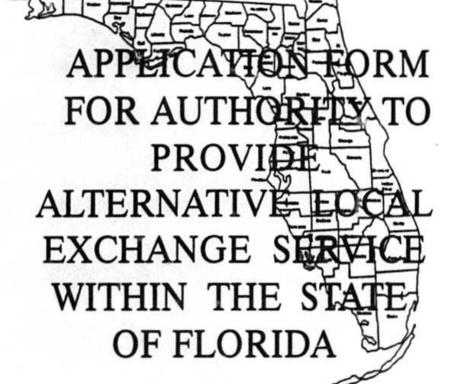
W.S.

DOCUMENT NUMBER - DATE

05727 JUN-95

FPSC-RECORDS/REPORTING

EILE COP



DOCUMENT NUMBER-DATE

05727 JUN-95

FPSC-RECORDS/REPORTING

- This is an application for (check one):
  - (x) Original authority (new company)
  - Approval of transfer (to another certificated company)
     Example, a certificated company purchases an existing company and desires to retain the original certificate authority.
  - Approval of assignment of existing certificate (to a noncertificated company)
     Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.
  - Approval for transfer of control (to another certificated company)
     Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.
- Name of applicant:

TeleConex, Inc.

 A. National mailing address including street name, number, post office box, city, state, zip code, and phone number.

5783 Grande Lagoon Blvd. Pensacola, FL 32507 888-492-5566

B. Florida mailing address including street name, number, post office box, city, state, zip code, and phone number.

5783 Grande Lagoon Blvd. Pensacola, FL 32507 888-492-5566

C. Physical address of alternative local exchange service in Florida including street name, number, post office box, city, zip code and <u>phone number</u>.

| 7.  | Su ucture of organization.  |   |
|-----|---|---|
|     | ( ) Individual<br>( ) Foreign Corporation<br>( ) General Partnership<br>( ) Joint Venture           | (X) Corporation ( ) Foreign Partnership ( ) Limited Partnership ( ) Other, Please explain   |
| 5.  | If incorporated, please proviapplication has authority to o   | ide proof from the Florida Secretary of State that the operate in Florida.  |
|     | Corporate charter nur   | mber: <u>P97000042608</u>   |
| 6.  | Name under which the applic   | cant will do business (d/b/a):  |
|     | TeleConex, Inc. d/b/a   | TeleConex   |
| 7.  | If applicable, please provide p   | proof of fictitious name (d/b/a) registration.  |
|     | Fictitious name registr   | ation number: APPLIED FOR   |
| 8.  | If applicant is an individual, paddress of each legal entity.                                       | partnership, or joint venture, please give name, title and  |
|     | N/A   |   |
| 9.  | previously been adjudged ba   | ers, directors, or any of the ten largest stockholders have<br>ankrupt, mentally incompetent, or found guilty of any<br>ether such actions may result from pending proceedings. |
|     | N/A   |   |
| 10. | Please provide the name, title<br>number for the person serving<br>the liaison responsible for this | , address, telephone number, internet address, facsimile g as ongoing liaison with the Commission, and if different, application.   |
|     | Steve T. Watson, President  |   |
|     | TeleConex, Inc.<br>5783 Grande Lagoon Blvd.<br>Pensacola, FL 32507                                  |   |
|     |   |   |

 Please list other states in which the applicant is currently providing or has applied to provide local exchange or alternative local exchange service.

N/A

12. Has the applicant been denied certification in any other state? If so, please list the state and reason for denial.

N/A

13. Have penalties been imposed against the applicant in any other state? If so, please list the state and reason for penalty.

N/A

Please Indicate how a customer can file a service complaint with your company.

A customer may file a complaint with our company by either calling our (888) 492-5566 toll free or mailing such complaint to our office. Our customer service hours of operation are 8:00 a.m. to 5:00 p.m. Monday thru Friday and 8:00 a.m. to 3:00 p.m. Saturday. We will also provide 24 hour emergency repair service for the end user.

- Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.
  - A. Financial capability. Exhibit A.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

- 1. the balance sheet
- 2. Income statement
- 3. statement of retained earnings for the most recent 3 years.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

- B. Managerial capability. Exhibit B.
- C. Technical capability. Exhibit C.

#### EXHIBIT A to APPLICATION FORM

for

## AUTHORITY TO PROVIDE ALTERNATIVE LOCAL EXCHANGE SERVICE WITHIN THE STATE OF FLORIDA

#### 18. A. Financial capability

TeleConex was formed to provide interstate and intrastate telecommunications services to residential and business. TeleConex has access to and will draw upon the personal assets of Steve T. Watson, President. See Exhibit A.

TELE/YONEX, INC.
Proforms Cash Flow Statements
For Your To Date Quarterly Parish

|  | 3 Meanth Period | 6 Minneth Perried | · Manch Barian |                |
|--|-----------------|-------------------|----------------|----------------|
|  |                 |                   | Delta I manar  | DOULL ENGAN 71 |
| Connection Service   | \$ 12,000       | \$ 24 000         | S 16.000       | 2 40 000       |
| Monthly Services, Imited   | 14,700          | 29 /IDD           | 4 100          | 0000           |
| Monthly Services Followine   | 200             | 956.39            | 3 3            | 38,800         |
|  | 200             | 05,50             | 130,000        | 287,100        |
| Dent Circle  | 36,000          | 72,000            | 108,000        | 144,000        |
| I otal Recepts   | \$ 75,750       | \$190,650         | \$344,700      | \$537,900      |
| COST OF GOODS SOLD   |                 |                   |                |                |
| Connection Fees  | \$11.724        | \$ 23.448         | \$ 15.17       | 4 46 806       |
| Monthly Services   | 7272            | 25 452            | 9              | 046,076        |
| Institut Month-Anest Fors  | 1 500           | 3 000             |                | ac'k           |
| Monthly Agent Been   | 2               | 200               |                | 6,000          |
| The state of the s | 8               | 3,7.10            | 7,848          | 14,388         |
| Description Card   | 30000           | 000009            | 00000          | 120,000        |
| Total Cost of Goods Sold   | \$ 51,150       | \$115,170         | \$192,060      | 028,1823       |
| GROSS PROPIT   | \$ 24,600       | \$ 75,480         | \$152,640      | 2256,080       |
| OPERATING EXPENSES   |                 |                   |                |                |
| Advertising  | \$ 3,000        | \$ 6,000          | \$ 9,000       | \$ 12,000      |
| Computer Operator  | 3,600           | 7,200             | 12,000         | 20,000         |
| Insurance  | 300             | 909               | 8              | 1 200          |
| Postage  | 951             | 9                 | 1.200          | 2,000          |
| Printing   | 3,000           | 3,500             | 4.000          | 95.4           |
| Service Center   | 350             | 300               | 450            | 009            |
| Telephone  | 300             | 009               | 906            | 1 300          |
| Total Operating Expenses   | \$ 10,550       | \$ 18,800         | \$ 28,450      | \$ 41,500      |
| Net Income Before Taxes  | \$ 14,050       | \$ 56,680         | \$124,190      | \$214.580      |
|  |                 |                   |                |                |

# TELECONEX, INC. Proforma Data

#### SUBSCRIBER GROWTH:

| Month | New<br>Subscribers | Cummulative<br>Subscribers | Cummulative<br>Billing | Period | Initial<br>Billings | Commutative<br>Following<br>Billings |
|-------|--------------------|----------------------------|------------------------|--------|---------------------|--------------------------------------|
| 1     | 100                | 100                        | 100                    |        |                     |                                      |
| 2     | 100                | 200                        | 300                    |        |                     |                                      |
| 3     | 100                | 300                        | 600                    | 1      | 300                 | 300                                  |
| 4     | 100                | 400                        | 1000                   |        |                     |                                      |
| 5     | 100                | 500                        | 1500                   |        |                     |                                      |
| 6     | 100                | 600                        | 2100                   | 2      | 300                 | 1500                                 |
| 7     | 100                | 700                        | 2800                   |        |                     |                                      |
| 8     | 100                | 800                        | 3600                   |        |                     |                                      |
| 9     | 100                | 900                        | 4500                   | 3      | 300                 | 3600                                 |
| 10    | 100                | 1000                       | 5500                   |        |                     |                                      |
| 11    | 100                | 1100                       | 6600                   |        |                     |                                      |
| 12    | 100                | 1200                       | 7800                   | 4      | 300                 | 6600                                 |

#### RATES CHARGES:

| Connection Fees            | \$40.00 |
|----------------------------|---------|
| Monthly Service: Initial   | 49.00   |
| Monthly Service: Following | 43.50   |
| Debit Cards/Minute         | .12     |

#### SERVICE COSTS:

| Connection Fees    |                   | \$39.08 |
|--------------------|-------------------|---------|
| Monthly Service    |                   | 12.12   |
| Debit Cards/Minute |                   | .10     |
| Agent Fees/Month:  | Initial           | 5.00    |
| Agent Fees/Mouth:  | Asset 17 Street 1 | 2.18    |

#### OTHER FEATURES:

Potential revenues from special features were not used in this proforms.

#### EXHIBIT B to APPLICATION FORM

for

### AUTHORITY TO PROVIDE ALTERNATIVE LOCAL EXCHANGE SERVICE WITHIN THE STATE OF FLORIDA

#### 18. B. Managerial capability

TeleConex possesses the managerial ability to provide the proposed interexchange service. Description of the managerial experience of key personnel, as follows:

Steven T. Watson, President

As President and Chief Operating Officer of TeleConex, Steve Watson is responsible for the strategic planning of the Company and oversees its day-to-day operations. He will have direct management responsibility for customer service and support, network operations, regulatory affairs and finance.

Mr. Watson brings twenty-one years of experience from the construction industry as owner of Ansa Construction Co., Inc. His company was involved with the Orlando Arena, Florida Atlantic University and HRS of Miami. He was previously a consultant to Stresscon International of Miami and George C. Hyman of Washington, D.C. His previous responsibilities include construction management, consulting, project estimating, billing and finance, personnel management and contract negotiations.

Steve Watson has been a resident of Florida for 37 years and has been married to his wife Marilynn for 28 years and is currently residing in Pensacola.

Chris S. Watson, Vice President of Sales and Marketing

Direct staffing, training and performance evaluations to develop and control sales program. Manage sales distribution by establishing sales territories, and develop goals and quotas for sale team. Advise dealers and distributors concerning sales and advertising techniques. Analyze sales statistics to formulate guidelines to assist sales agents in promoting sales to potential customers. Manage sales office activities including customer, and produce, and service. Manages marketing planning, advertising, public relations, sales promotions, and facilitating staff services. Manage and develop mew markets and oversees market research and evaluate competition.

Mr. Watson invested four years studying Advertising/Public Relations at Oral Roberts University. Currently, he is a Real Estate Appraiser. . Mr. Watson is recognized by the State of Florida as a Licensed State Registered Appraiser.

# EXHIBIT C to APPLICATION FORM for AUTHORITY TO PROVIDE ALTERNATIVE LOCAL EXCHANGE SERVICE WITHIN THE STATE OF FLORIDA

#### 18. C. Technical capability

TeleConex will have access to technical expertise and resources of the underlying carrier which provides its interexchange services to resolve any technical issues related to the provisioning of interexchange services. In addition, the Company has access to technical expertise through relationships with industry consultants.

H:\USERS\ANN\TCONNEX2.F06

- 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 sll telephone companies must pay a gross receipts tax of two 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. APPLICATION FEE: A non-refundable application fee of \$250 must be submitted with the application.
- 5. RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding for 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 service.
- ACCURACY OF APPLICATION: By my signature below, I the 6. undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and declare that to the best of my knowledge and belief, the information is true and correct statement.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly make a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL: Signature

5/28/97 Date

PRESIDENT TELECONEX, INC (904) 456-0714
Title Telephone No.

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).



Bepartment of State

I certify from the records of this office that TELECONEX, INC., is a corporation organized under the laws of the State of Florida, filed on May 14, 1997.

The document number of this corporation is P97000042608.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1997, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Fifth day of June, 1997

CR2EO22 (2-95)

Sandra B. Mortham Secretary of State

Sendra B. Mortlam

TELECONEX, INC.

Florida Price List No. 1 Original Sheet 1

## TITLE SHEET FLORIDA TELECOMMUNICATIONS PRICE LIST

This price contains descriptions, regulations, service standards, and rates applicable to the furnishing of service and facilities for telecommunications services provided by TELECONEX, with a principal office at 5783 Grande Lagoon Blvd. Pensacola, Florida 32507. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

EFFECTIVE:

by:

Steve T. Watnon 5783 Grande Lagoon Blvd.

Pensucola, Florida 32507

| TELECONEX, INC | TEL | EC | O | VE) | K, 1 | N | ٦. |
|----------------|-----|----|---|-----|------|---|----|
|----------------|-----|----|---|-----|------|---|----|

Florida Price List No. 1 Original Sheet 2

#### CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet (s). Original and revised sheets as named below comprise all changes from the original price list are currently in effect as of the date of the bottom of this page.

| ON |
|----|
|    |
|    |
|    |
|    |
|    |
|    |
| i  |
| i  |
| l  |
| i  |
|    |
|    |
|    |
|    |
|    |
|    |

| LIMITATION |  |
|------------|--|
| 20000      |  |

EFFECTIVE:

by:

Stave T. Watson 5783 Grande Lagoon Blvd. Penssoola, Florida 32507

#### TABLE OF CONTENTS

| Title Sheet                                   | 1  |
|---|----|
| Check Sheet                                   | 2  |
| Table of Contents                             | 3  |
| Symbols Sheet                                 | 4  |
| Price List Format Sheets                      | 5  |
| Applicability                                 | 7  |
| Section 1 - Technical Terms and Abbreviations | 8  |
| Section 2 - Rule and regulations              | 10 |
| Section 3 - Description of service            | 14 |
| Section 4 - Rates                             | 15 |

Issued:

EFFECTIVE:

by:

Steve T. Watson

5783 Grande Lagoon Blvd. Perssoula, Plusida 32507

Florida Price List No. 1 Original Sheet 4

#### SYMBOLS SHEET

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

D - Delete or discontinue

1 - Change resulting in an increase to a customer's bill

M - Moved form another price list location

N - Change resulting in a reduction to a customer's bill

T - Chance in text or regulation but no change in rate or charge

Issued:

EFFECTIVE:

by:

Steve T. Watson 5783 Grande Lagoon Blvd. Ponascola, Florida 32507

Florida Price List No. 1 Original Sheet 5

#### PRICE LIST FORMAT SHEETS

- A. Sheet Numbering Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. 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 of 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 price list approval process, the most current sheet number on file with the Commission is not always the price list 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:
  - 2.1 2.1.1 2.1.1.A. 2.1.1.A.1 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i).

Issued:

EFFECTIVE:

by:

Steve T. Watson 5783 Grande Lagoon Blvd. Penascola, Florida 32507 TELECONEX, INC.

Florida Price List No. 1 Original Sheet 6

#### PRICE LIST FORMAT SHEETS

D. Check Sheers - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect "he 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 to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The price list user should reter to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

Issued:

EFFECTIVE:

hy:

Stave T. Watana 5783 Grando Lagoon Bivd. Pensucola, Florida 32507

| 7 | 771 | E | n | NEX. | TAIL  |
|---|-----|---|---|------|-------|
|   |     | - | - | 14.  | 4. ** |

Florida Price List No. 1 Original Sheet 7

#### APPLICABILITY

This price list applies to local telecommunications services furnished by TeleConex between and among points within the state of Florida. Provided, however, this price list does not apply to local telecommunication services in those areas of the state of Florida precluded by Section 364.337 (1), Florida Statutes.

Issued:

EFFECTIVE:

hу·

Steve T Wanton 1783 Grande Lagoon Blvd. Pensacola Florida 32507 TELECONEX, INC.

Florida Price List No. 1 Original Sheet 9

Local exchange carrier

A company which furnishes exchange telephone service.

Residential service

A switched network service which provides for dial station origination for which the subscriber pays a rate that is described as a residential, non - commercial, or non - husiness rate in the applicable local exchange service tariff for switched service.

Restoration

The reestablishment of service.

| T. |   | a |   | • | • | и |
|----|---|---|---|---|---|---|
| -  | ч | в | _ |   |   |   |

EFFECTIVE:

by:

Steve T. Watson

5783 Grande Lagoon Blvd. Pensacola, Florida 32507

#### SECTION 2 - RULES AND REGULATIONS

#### 2.1 Terms and conditions

- 2.1.1 Service is provided and billed on the basis of a minimum period of at least one month, beginning on the date that the customer signs up for service and continues to be provided until canceled, by the customer in writing, or until terminated by the Company.
  - 2.1.2 Service is offered on a monthly basis, 24 hours per day.
  - 2.1.3 Each month is deemed to have 30 days for billing purposes.
- 2.1.4 The name of the customer desiring to receive the service must be stated in the application for service.
- 2.1.5 The customer agrees to operate the equipment provided in accordance with the instructions of TeleConex or TeleConex's agent. Failure to do so will void TeleConex's hability for interruption of service and may make customer responsible for damage to equipment.
- 2.1.6 The customer agrees to return all equipment to TeleConex delivered to customer within five (5) days of termination of service. This equipment shall be in the same condition as when delivered to customer, normal wear and tear only excepted. Customer shall reinsburse TeleConex, upon demand, for any costs incurred by TeleConex due to customer's failure to comply with this provision.

#### 2.2 Linbility

2.2.1 The liability of TeleConex for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service, and not esseed by the negligence of the oustomer or of the Company

Issued:

EFFECTIVE:

by:

Steve T. Watson 5783 Grando Lagroon Blvd. Pensacola, Florida 32507

Florida Price List No. 1 Original Sheet 11

in failing to maintein proper standards of maintenance and operation exercise reasonable supervision, shall in no event exceed the amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or detect in transmission occurs.

- 2.2.2 TeleConex shall be indemnified and held harmless by the customer against:
  - 2.2.2.1 claims for libel, slander, or infringement of copyright arising of material, data, information, or other content transmitted over TeleConex channels;
  - 2.2.2.2 patent infringement claims arising from combining or connecting Company furnished channels with equipment or systems of the customer;
  - ? ? ? .3 all other claims arising out of any act or omission of the customer in connection with any service provided by the Company.
- 2.2.3 TeleConex is not liable for any act or omission of any other company or companies famishing a portion of the service.
- 2.2.4 TeleConex does not make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment. In such situations, the customer indemnifies and holds TeleConex harmless from any and all losses, claims, demands, suits or other action, or any liability whatsoever, associated with either persons or property directly or indirectly caused by the installation or operation of such equipment.
- 2.2.5 The customer indemnifies and holds TeleConex harmless from any and all losses, claims, demands, suits, or other action, or any liability whatsoever which is not the direct result of TeleConex gross negligence.

Issued:

EFFECTIVE:

by:

Steve T. Watson 5783 Grande Lagoon Blvd. Pensscola, Florida 32507 2.2.6 TeleConex is not liable for defacement of, or demage to, the premises of a customer resulting from the furnishing of telecommunications services or installation of telecommunications services or installation of telecommunications equipment when such damage or defacement is not the result of TeleConex's gross negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of TeleConex.

#### 2.3 Cancellation of service by customer

2.3.1 If a customer cancels an order for service believe the service begin, before the completion of the minimum period, or before the delivery of customer premises equipment, a charge will be levied upon the customer for cancellation.

#### 2.4 Use of service

2.4.1 Service furnished by TeleConex shall not be used for any unlawful purpose.

#### 2.5 Payment arrangements

- 2.5.1 The customer is responsible for payment of all charges for services furnished to the customer. Charges for monthly services are psyable in advance. If the local exchange company levies an additional charges associated with the provision of service, these charges shall be passed on to the customer without markets.
  - 2.5.2 Billing will be payable upon receipt.
- 2.5.3 Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, however calculated, imposed upon TeleConex by any governmental authority shall be added to the rates and charges stated in the Company's standard schedules on a pro rate basis as long as any such tax or fee is in effect.
- 2.5.3.1 The TeleConex Gross Receipts tax assessed pursuant to \$203.01, F.S., in shown as a separate line item on each customer's bill.

Issued:

EFFECTIVE:

by:

Steve T. Watson 3783 Grande Lagoon Blvd. Pensacola, Florida 32507 2.5.4 In the event that TeleConex incurs any fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charged owed to the Company, the customer will be liable to the Company for payment of all such fees and expenses reasonably incurred

#### 2.6 Termination by TeleConex

2.6.1 If the customer does not pay within 10 calendar days, service will be suspended for 14 days without notice where this option is available from the local exchange company. Where the 10 day suspension is not available from the local exchange company, service will be terminated at the end of this 10 day period without notice and the customer billed for a probate share of the monthly charge.

#### 2.7 Testing and adjusting

Upon reasonable notice, the equipment and services provided by the Company shall be made available to TeleConex or the local exchange company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

#### 2.8 Interruption of service adjustments

Credit allowance for interruption of service shall be given to the customer to the customer to the customer to the customer to the extent given to TeleConex by the local exchange carrier.

| •   | <br> |  |
|-----|------|--|
| 100 | -    |  |
|     |      |  |
|     |      |  |

FFFECTIVE:

by:

Steve T. Watson 5783 Grande Lagoon Blvd. Penssools, Florida 32507 05/.

#### SECTION 3 - DESCRIPTION OF SERVICE

- 3.1 Business One party, flat rate digital service.
- 3.2 Residential One party, flat rate digital service.
- 3.3 Call and Call Control Ontions -
- 3.3.1 Cell waiting elects a oustomer who is using his phone that another call is coming in on the same line.
- 3.3.2 Call forwarding allows the customer to forward incoming calls to another telephone number within the exchange.
- 3.3.3 Three-way calling permits the customer to add a third party to an existing call.
- 3.3.4 Caller ID calling party number is transmitted and dispetched to customer provided equipment between first and second ring.
- 3.3.5 Speed salling permits a customer to place calls by dialing one or two digit code rather than the complete number.
- 3.3.6 Call return permits the oustomer to automatically redial the telephone number of the most recent incoming call.
- 3.3.7 Unpublished number permits the customer to elect not to have the customer's telephone number published in a telephone directory or provided by Directory Assistance.

3.4 Majotapance and installation

Maintenance and installation of equipment will generally be provided by the incumbent local exchange company pursuant to TeleConex interconnection agreements. Services may occasionally be provided by an independent third party contractor.

Issued:

EFFECTIVE:

by:

Steve T. Watsom 5783 Greade Lagoon Bivd. Penssools, Florids 32507 TELECONEX, INC.

Florida Price List No. 1 Original Shoot 15

#### SECTION 4 - RATES

#### 4.1 Residential and Business Rates

Monthly flar rate

\$49.00 for first month \$43.50 plus 911 fees\*

\*All customers pay an initial payment of \$49.00 for the first month of service. If the customer signs up in the middle of the month, he she is given a pro rata credit on the second bill for that portion of the first month unused.

#### 4.2 Customer calling features

| Call waiting       | \$5.00 per month  |
|--------------------|-------------------|
| Call forwarding    | \$5.00 per month  |
| 3 - way calling    | \$5.00 per month  |
| Caller ID          | \$5.00 per month  |
| Speed calling      | \$5.00 per month  |
| Call roturn        | \$5.00 per month  |
| Unpublished number | \$5.00 per morsth |

All of the above options

\$20.00 per month

#### 4.3 Non-recurring abunera

Processing / application fee \$40.00 Customer premises equipment service / repair Actual costs Customer inside wiring service / repair Actual costs

Issued:

EFFECTIVE:

by:

Steve T. Waters

5783 Grande Lagoon Blvd. Pensocola, Florida 32507

## MESSER, CAPARELLO & SELF

215 SOUTH MONROE STREET, SUITE 701 POST OFFICE BOX 1876

TALLAHASSEE, FLORIDA 32302-1876 DEPOSIT

TELEPHONE (904) 222-0720

TELECOPIERS (904) 224-4359. (904) 425-194 D 5 4 2
June 9, 1997

DATE

JUN 1 0 1997

BY HAND DELIVERY

Ms. Blanca Bayo, Director Division of Records and Reporting Florida Public Service Commission Room 110, Easley Building 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

Dear Ms. Bayo:

Enclosed for filing on behalf of TeleConex, Inc. are an original and six copies of the Application for Authority to Provide Alternative Local Telecommunications Service Statewide together with attachments thereto, and a check in the amount of \$250.00 for the filing fee.

Please indicate receipt of this document by stamping the enclosed two extra copies of this letter.

Your attention to this filing is appreciated.

Sincerely,

Norman H. Horton, Jr.

NHH/amb Enclosures

cc: Mr. Steve Watson

LAW OFFICES

#### MESSER, CAPARELLO & SELF

A PROFESSIONAL ASSOCIATION

OUTH MONROE STREET, SUITE 701 POST OFFICE BOX 1876

TALLAHASSEE, FLORIDA 32302-1876

DEPOSIT

DATE

TELEPHONE (904) 222-0720

TELECOPIERS: (804) 224-4350. (804) 425-184 D 5 4 2 June 9, 1997

JUN 1 0 1997

Ms. Blanca Bayo, Director Division of Records and Reporting Florida Public Service Commission Room 110, Easley Building 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

BY HAND DELIVERY

970701-TX

Dear Ms. Bayo:

Enclosed for filing on behalf of TeleConex, Inc. are an original and six copies of the Application for Authority to Provide Alternative Local Telecommunications Service Statewide together with attachments thereto, and a check in the amount of \$250.00 for the filing fee.

Please indicate receipt of this document by stamping the enclosed two extra copies of this Power attention to this filing is appreciated.

Sincerely,

Our attention to this filing is appreciated. letter.

Norman H. Horton, Jr.

