

971393-T1



APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
INTEREXCHANGE
TELECOMMUNICATION
SERVICE WITHIN THE
STATE OF FLORIDA

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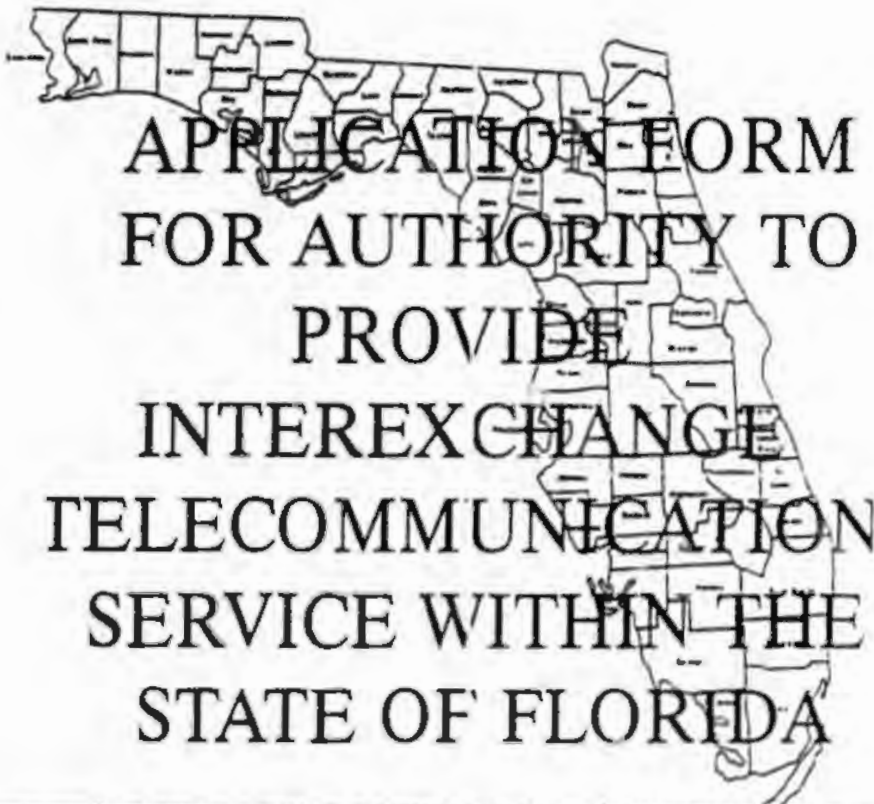
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OCT 21 1997 871393



FOR SECURITY PURPOSES THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING

**PENNINGTON, CULPEPPER, MOORE,
WILKINSON, DUNBAR & DUNLAP, P.A.**
ATTORNEYS AT LAW
P.O. BOX 10095
TALLAHASSEE, FLORIDA 32302

NationsBank
Member Bank of Florida, N.A.
TALLAHASSEE, FLORIDA 32301

016823

63-27/631

NO.

DATE

VENDOR NO.

016823

10/20/97

002502

PAY

AMOUNT

TWO HUNDRED FIFTY AND 00/100 DOLLARS*****

\$*****250.00

TO THE
ORDER
OF

Public Service Commission
Gunter Building
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

OPERATING ACCOUNT

Cynthia S. Tannick

FOR SECURITY PURPOSES THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING - HOLD AT AN ANGLE TO VIEW

**** FLORIDA PUBLIC SERVICE COMMISSION ***

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

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 six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251

1. Select what type of business your company will be conducting (check all that apply):

- () **Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- () **Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- (x) **Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- () **Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- () **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. This is an application for (check one):

- Original Authority (New company).
- Approval of Transfer (To another certificated company).
- Approval of Assignment of existing certificate (To an uncertificated company).
- Approval for transfer of control (To another certificated company, .

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

Time Warner AxS of Florida, L.P., d/b/a Time Warner Communications

4. Name under which the applicant will do business (fictitious name, etc.):

Time Warner Communications

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

2301 Lucien Way
Suite 300, Maitland, Florida 32751

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

2301 Lucien Way
Suite 300, Maitland, Florida 32751

7. Structure of organization;

- Individual Corporation
- Foreign Corporation Foreign Partnership
- General Partnership Limited Partnership
- Other, _____

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

n/a

- (b) Indicate if the individual or any of the partners have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

n/a

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

n/a

9. If incorporated, please give: n/a

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

Corporate charter number: _____

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

(c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: _____

(c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

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

- (a) The application; Carolyn Marek
Post Office Box 210706
Nashville, TN 37221
615/673-1191
- (b) Official Point of Contact for the ongoing operations of the company;
Carolyn Marek
Post Office Box 210706
Nashville, TN 37221
- (c) Tariff; 615/673-1191

same as a & b

- (d) Complaints/Inquiries from customers; Paul Potter
407/667-6850 2301 Lucien Way
Suite 300
Maitland, FL 3275

11. 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.
NC, TN, OH, NY, WI, IN, CA, TX, HI
- (c) Is certificated to operate as an interexchange carrier.
TN
- (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

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

- Facilities. Operators.
- Billing and Collection. Sales.
- Maintenance.
- Other: Resold - Interexchange services

13. Do you have a marketing program?

Yes

14. Will your marketing program:

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.). The company intends to package long distance and local services to existing business customers. The exact incentives are yet to be determined.

16. 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. Univ. dormitory residents.
- Other: (specify) _____

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Yes

(b) Name and address of the firm who will bill for your service.

Time Warner Communications
160 Inverness Drive West
Englewood, CO 80112

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida. Please see three years of financial statements attached as Exhibit A in response to A. Financial capability. 18. A., B. & C.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

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.

C. Technical capability.

19. 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). Please see the illustrative tariff attached hereto as Exhibit B.

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

n/a

- MTS 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

n/a

- MTS 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

MTS 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

MTS for pay telephone service providers

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

800 Service (Toll free)

WATS 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 mbs., DS-3, etc.)

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

900 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

21. What does the end user dial for each of the interexchange carrier services that were checked on services included (above).

A destination number

22. Other:

**** 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 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 \$250.00 must be submitted with the application.
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 service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.
Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes 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:Carolyn Marek
Signature10/17/97
DateCarolyn Marek
Vice President of Regulatory
Affairs, Southern Region
Title615/673-1131
Telephone No.

FORM PSC/CHU 31 (11/95)

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

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

I, (TYPE NAME) _____,
(TITLE) _____, of (NAME OF COMPANY)
_____, and current
holder of certificate number _____, have reviewed
this application and join in the petitioner's request for a
transfer of the above-mention certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

**** 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):

- () 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.)

UTILITY OFFICIAL:

_____	_____
Signature	Date

_____	_____
Title	Telephone No.

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).

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?

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

**** 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).

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

<u>Extended Service</u> <u>Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Popchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brookar, 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.

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.

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

FORM PSC/CMU 31 (11/95)

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

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 950-XXXX.

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 (NXX) 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. (excluding Payphone Providers), 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 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the

FORM PSC/CMU 31 (11/95)

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

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.

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/CMU 31 (11/95)

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

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
TIME WARNER AxS of FLORIDA, LP.
d/b/a
TIME WARNER COMMUNICATIONS

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Time Warner AxS of Florida, LP. d/b/a Time Warner Communications with principal offices located at 2301 Lucien Way, Suite 300, Maitland, Florida 32751. This tariff applies for services furnished within the State of Florida. This tariff 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: October 15, 1997

EFFECTIVE:

ISSUED BY: Carolyn Marek
P.O. Box 210706
Nashville, TN
(615) 673-1191



CHECK SHEET

This tariff contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

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

* Indicates new or revised sheet with this filing

ISSUED: October 15, 1997

EFFECTIVE:

ISSUED BY: Carc 1 Marek
P.O. Box 210706
Nashville, TN
(615) 673-1191

TABLE OF CONTENTS

Title Sheet 1

Check Sheet 2

Table of Contents 3

Symbols 5

Tariff Format 6

Section 1.0 - Technical Terms and Abbreviations 7

Section 2.0 - Rules and Regulations 10

Section 3.0 - Description of Service 23

Section 4.0 - Rates 30

ISSUED: October 15, 1997

EFFECTIVE:

ISSUED BY: Carolyn Marek
P.O. Box 210706
Nashville, TN
(615) 73-1191

Alphabetical Table of Contents

<u>SUBJECT</u>	<u>PAGE</u>
Abbreviations	7
Advance Payments	12
Applicable Law	22
Applicability of Tariff	10
Calculation of Distance	25
Cancellation by Customer	16
Cost of Collection and Repair	21
Definitions	8
Deposits	12
Description of Service	24
Discounts for Hearing Impaired Customers	30
Emergency Call Exemptions	31
Inspection, Testing and Adjustment	13
Interruption of Service	13
Liability	14
Limitations of Service	19
Minimum Service Period	16
Payment Arrangements	11
Payment and Credit Regulations	11
Quality and Grade of Service Offered	24
Rates - General	29
Rates - Time Warner Communications Dial-1 Service	29
Rates - Time Warner Communications Personal Toll Free Service	29
Rates - Time Warner Communications Long Distance	29
Rate Periods	28
Refunds and Credit for Service Outages	13
Refusal or Discontinuance by Company	17
Rules and Regulations	10
Taxes	12
Technical Terms	7
Terminal Equipment	21
Tests, Pilots, Promotional Campaigns	22
Timing of Calls	27
Use of Service	20

ISSUED: October 15, 1997

EFFECTIVE:

ISSUED BY: Carolyn Marek
P.O. Box 210706
Nashville, TN
(615) 673-1191

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.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

ISSUED: October 13, 1997

EFFECTIVE:

ISSUED BY: Carol A Marek
P.O. Box 210706
Nashville, TN
(615) 673-1191

nr9701

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 pages in effect. Consult the check sheet for 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).
- 2.1.1.A.1.(a).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 the check sheet 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 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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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

C.O.	-	Central Office
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

1.2 Definitions

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

Carrier - Used throughout this tariff to refer to Time Warner Communications unless otherwise clearly indicated by the context.

Company - Used throughout this tariff to refer to Time Warner Communications unless otherwise clearly indicated by the context.

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

Day Rate Period - After 8:00 am to, but not including, 5:00 pm Monday through Friday.

Dedicated Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated on dedicated circuits. The cost of these dedicated circuits is billed by the access provider to the Customer.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Evening, Night and Weekend Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 8:00 AM, Monday through Friday and all day on Saturday and Sunday.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

1.2 Definitions, (cont'd.)

Holiday Rates - Holiday rates apply to that portion of a call occurring on Company recognized holidays. The Holiday Rate is equivalent to the Evening, Night and Weekend Rates. Holiday Rates apply on New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Switched Access Origination/Termination - Where origination or terminating access between the Customer and the interexchange is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Time Warner Communications's services and facilities are furnished for communications originating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Time Warner Communications arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff.

Time Warner Communications may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Time Warner Communications. The Customer shall be responsible for all charges due for such service arrangement.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by Time Warner Communications within the state of Florida.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.3 Payment and Credit Regulations

- 2.3.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Time Warner Communications. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within two months after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.3.2 Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract. A one-time late fee of 1.5% will be applied to all accounts previously billed under this tariff, excluding one month's local service charges but including charges in arrears and unpaid late payment charges.
- 2.3.3 The Company reserves the right to assess a return-check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to Time Warner Communications by a bank for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.
- 2.3.4 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person, including all charges placed against Travel Card numbers. Customers are responsible for the security and usage of all Travel Card numbers. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. Customers may be required to accept a Travel Card number change if the Customer claims that unauthorized calls were made using his/her assigned number.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.3 Payment and Credit Regulations, (cont'd.)

2.3.5 Deposits

The Company does not require a deposit from the Customer.

2.3.6 Advance Payments

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

2.3.7 Taxes

All state and local taxes, including but not limited to gross receipts taxes, sales taxes, and municipal utilities taxes, or associated surcharges, are listed as separate line items and are not included in the rates listed in this tariff.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.4 Refunds or Credits for Service Outages or Deficiencies

2.4.1 Credit Allowance for Interruptions of Service

Credit allowances for interruptions of service are limited to the minimum initial period call charges for re-establishing the interrupted call.

2.4.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.4 Refunds or Credits for Service Outages or Deficiencies, (cont'd.)

2.4.3 Liability

- (A) 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.

- (B) 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.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.4 Refunds or Credits for Service Outages or Deficiencies, (cont'd.)

2.4.3 Liability (con't.)

- (C) The Company shall not be liable for, and shall be 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.

- (D) The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.5 Minimum Service Period

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

2.6 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 Time Warner Communications may cancel service by providing thirty (30) days written notice to Time Warner Communications. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.7 Refusal or Discontinuance by Company

2.7.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Time Warner Communications will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.7.2 Time Warner Communications 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:

- (A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (B) For use of telephone service for any purpose other than that described in the application.
- (C) For neglect or refusal to provide reasonable access to Time Warner Communications or its agents for the purpose of inspection and maintenance of equipment owned by Time Warner Communications or its agents.
- (D) For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.7 Refusal or Discontinuance by Company, (cont'd.)

2.7.2 continued

- (E) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- (F) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Time Warner Communications's equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by Time Warner Communications or its agents.
- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Time Warner Communications may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (I) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- (J) For periods of inactivity over sixty (60) days.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.8 Limitations of Service

- 2.8.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.8.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.8.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.8.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.9 Use of Service

- 2.9.1 Service may be used for any lawful purpose by the Customer or by any End User.
- 2.9.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 2.9.3 Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.9.4 Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- 2.9.5 Customers reselling or rebilling the Company's intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the FPSC.

2.10 Employee Concessions

[Reserved for Future Use]

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.11 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, 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.

2.13 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.14 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.

2.15 Restoration of Service

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

2.16 Tests, Pilots, Promotional Campaigns 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. Such promotions will be filed by the Company in this tariff.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.17 Toll Free "800/888" Numbers

The company will make every effort to reserve "800" vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the Customer requesting the number.

2.18 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.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

3.1 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 95% during peak use periods for Feature Group D 1 + dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

3.2 Calculation of Distance, (cont'd.)

EXAMPLE: Distance between Miami and New York City -

	V	H
Miami:	8,351	529
New York:	<u>4,997</u>	<u>1,406</u>
Difference:	3,354	-877
Square and add:	$11,249,316 + 769,129 = 12,018,445$	
Divide by 10:	$12,018,445 / 10 = 1,201,844.5$	
Round up:	1,201,845	
Take square root:	$\sqrt{1,201,845} = 1,096.3$	
Round up:	1,097 miles	

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)

3.3 Timing of Calls

- 3.3.1 Long distance usage charges are based on usage of Time Warner Communications's service. Chargeable time begins when a connection (i.e. two-way communications) is established between the calling station and the called station. Call start time will be determined by industry standard means of answer detection, including hardware and software answer supervision. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 3.3.2 Minimum call duration and usage measurement and rounding for billing purposes is specified on per-product basis in the rate section of this tariff.
- 3.3.3 There is no billing applied for incomplete calls.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)

3.4 Rate Periods

3.4.1 Time of Day Periods

The appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THURS	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM	EVENING RATE PERIOD						EVE
11:00 PM* TO 8:00 AM	NIGHT/WEEKEND RATE PERIOD						

* to, but not including

When a call is established in one rate period but continues through another rate period, the rate in effect at the calling station applies to the portion of the call occurring within each rate period. When a unit of time is split between two rate periods, the rate applicable to that unit of time is based on the rate period in which it began.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)

3.5 Service Offerings

Time Warner Communications offers a variety of telecommunications service to its Customers. Intrastate service is offered in conjunction with interstate and local service.

3.5.1 Time Warner Communications Dial-1 Service

This service provides Customers with direct dial "1+" long distance calling. Calls originate via switched local lines. Calls are billed rounding up in thirty (30) second increments with a minimum call duration of thirty (30) seconds.

3.5.2 Time Warner Communications Personal Toll-Free (800/888 Type) Service

This service is available for the termination of calls to access lines provided by the Customer. Call charges are billed to the Customer and not the party originating the call. Calls are billed rounding up in one (1) minute increments with a minimum call duration of one (1) minute.

In addition the usage sensitive charges, a per call rate applies.

3.5.3 Directory Assistance

Directory Assistance is available to Customers of Time Warner Communications. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

3.5.4 Time Warner Communications Long Distance

Time Warner Communications Long Distance is available to Customers who originate direct dialed calls over customer-provided access lines. Intrastate service is offered only in conjunction with corresponding interstate and international service. No minimum volume commitment is required. Calls are billed in thirty (30) second increments after an initial minimum call duration of thirty (30) seconds.

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SECTION 4.0 - RATES

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by product type, time of day, day of week and call duration.

4.2 Exemptions and Special Rates

4.2.1 Discounts for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- (A) The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- (B) The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60% of the applicable rate.

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SECTION 4.0 - RATES, (Cont'd.)

4.2 Exemptions and Special Rates, (cont'd.)

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

4.2.3 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for the calls made to home area code directory assistance by handicapped Customers. The Company will provide up to fifty foreign area code directory assistance calls per billing cycle at no charge to handicapped Customers. The prevailing rate will be charged for every foreign area code call in excess of 50 within a billing cycle.

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SECTION 4.0 - RATES, (Cont'd.)

4.3 Rates

4.3.1 Time Warner Communications Dial-1 Service

Calls are billed in thirty (30) second increments with a minimum call duration of thirty (30) seconds.

Per minute usage rates:

Day		Evening		Night/Weekend	
1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
\$0.2000	\$0.2000	\$0.1200	\$0.1200	\$0.1200	\$0.1200

4.3.2 Time Warner Communications Personal Toll-Free Service

Per Minute Rate:

Day: \$0.2000
Evening/Night/Weekend: \$0.2000

Monthly Recurring Fee

A monthly recurring fee of \$1.00 applies

4.3.3 Directory Assistance

Per Call: \$0.65

4.3.4 Time Warner Communications Long Distance

Per Minute: \$0.1500

ISSUED: October 15, 1997

EFFECTIVE:

ISSUED BY: Carolyn Marek
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