

FLORIDA PUBLIC SERVICE COMMISSION
CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-085

APPLICATION FORM DEPOSIT DATE
for D 6 5 7 NOV 18 1997

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

971525-TX

INSTRUCTIONS

1. This form is used for an original application for a certificate and approval of sale, assignment or transfer of an existing alternative local exchange certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee.
2. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
3. Use a separate sheet for each answer which will not fit the allotted space.
4. If you have any questions about completing the form, contact:

Florida Public Service Commission
Division of Communications, Certification & Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866
(904) 413-6600

5. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250 made payable to the Florida Public Service Commission at the above address.

check received with filing and
forwarded to Fiscal for deposit
Fiscal to forward a copy of check
to RAR with proof of deposit.
initials of person who forwarded check

1. This is an application for (Check one):

(x) Original authority (new company)

() Approval of transfer (to another certificated company)

() Approval of assignment of existing certificate (to a noncertificated company)

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.

2. Name of applicant: **American MetroUtilities Corporation/Florida**

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

**1615 Poydras Street
Suite 1050
New Orleans, Louisiana
1-800-3 Metro 3**

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

**1101 Gulf Breeze Pkwy. Box 193
Gulf Breeze, Florida 32561
(850) 916-7809**

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

**1101 Gulf Breeze Pkwy. Box 193
Gulf Breeze, Florida 32561
(850) 916-7809**

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

4. Structure of organization:

() Individual (x) Corporation

() Foreign Corporation () Foreign Partnership

() General Partnership () Limited Partnership

() Joint Venture () Other, Please explain _____

5. If incorporated, please provide proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: P 97000010560

See Attached Exhibit A

6. Name under which the applicant will do business (d/b/a):

American MetroUtilities Corporation/Florida

7. If applicable, please provide proof of fictitious name (d/b/a) registration.

Fictitious name registration number: N/A

8. If applicable, partnership, or joint venture, please give name, title and address of each legal entity.

Not Applicable.

9. State whether any of the officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

No officer, director or stockholder has been adjudged bankrupt, mentally incompetent or found guilty of any felony or any crime.

10. Please provide the name, title, address, telephone number, internet address, and facsimile number for the person serving as ongoing liaison with the Commission, and if different, the liaison responsible for this application.

Albert I. Donovan, Jr.
Executive Vice President Regulatory
1615 Poydras Street, Suite 1050
New Orleans, LA. 70112
(504 680-0112
Adonovan@ametro.com

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

Alabama
Louisiana
Texas
Mississippi

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

Applicant has not been denied certification in any other state.

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

No, penalties have not been imposed against the applicant in any other state.

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

The company has implemented an information collection system by which incoming complaints are handled, traced and resolved. The company believes that resolution time, skills and knowledge of a complaint handler, and fair resolution are all key criteria for customer satisfaction.

There is a 24-hour toll free number for customers to call and express their complaints. All customers letters are immediately scanned into a computer and an owner is assigned to every suggestion or complaint that comes into the company. A customer service representative calls the customer once he or she has checked the customer's record to find the problem, and gives the customer an immediate response. If a problem cannot be resolved immediately, an action plan is developed within 24 hours to resolve the problem. Most responses are provided by phone, but some have to be escalated to upper management. Because quick response is vital to customer satisfaction, all written complaints will be responded to within three days. If a complaint cannot be resolved by the standard resolution period, the customer will at least be sent a written progress report that day. Customer service representatives are provided with a complaint check sheet, which is turned into management for review and tracking of types of complaints, close times, and severity of dissatisfaction.

Since all employees who have contact with customers affect customer satisfaction, a monthly meeting is held with all customer contact employees to share information and customer responses. Meetings are attended by all sales and customer service personnel, as well as appropriate company management.

15. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

A. Financial capability.

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.

Attached Exhibit B

Further, a written explanation, which can include supporting document, 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. AMC/FL has the financial strength and access to provide construction of networks and associated operating and maintenance cost in Florida see Attached Exhibit B

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 reference, 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 attest that the financial statements are true and correct.

B. Managerial capability.

AMC/FL's Managerial Experience. Attached to this Application as Exhibit C is a description of the management of AMC and AMC/FL. This leadership team has an extensive history of telecommunications experience and operational experience involving fiber optics network development. The officers and directors of AMC/FL and its parent corporation have the necessary experience in the telecommunications industry to provide the services requested.

C. Technical capability.

AMC/FL's Technical Capabilities. AMC/FL's proposed networks in Florida will consist of state-of-the-art fiber optic systems. An affiliate of AMC/FL, American MetroComm/New Orleans, Inc., presently operates a competitive local exchange company in New Orleans, Louisiana. Additional networks are either under construction or scheduled for construction within sixty days in seven cities in the southeastern United States. AMC/FL's affiliates in Louisiana and Mississippi have received authority to provide CLEC services from the Louisiana Public Service Commission, effective July 9, 1997, and from the Mississippi Public Service Commission effective March 18, 1997. AMC/TX has been approved of its Service Provider Certificate of Authority (SPCOA) application in Texas. American MetroComm, Corporation has an interconnection agreement with Bell South. This agreement provides for the same access for subsidiaries and affiliates of the parent company, American MetroComm, Corporation (see Exhibit E). Furthermore, the experience of AMC/FL's management team demonstrates that AMC/FL has the technical capability to provide the proposed services.

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable commission rules and orders.

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."

Official: Albert P. Johnson, Jr.
Title: Executive Vice President

11/17/97
Date
(504) 680-0112
Telephone Number

Address: 1101 Gulf Breeze Pkwy
Box 193
Gulf Breeze, FL 32561

Exhibit A

ORIGINAL



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

February 3, 1997

C T CORPORATION SYSTEM
660 EAST JEFFERSON STREET
TALLAHASSEE, FL 32301

The Articles of Incorporation for AMERICAN METROUTILITIES CORPORATION/FLORIDA were filed on February 3, 1997 and assigned document number P97000010560. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO INSURE THAT YOU RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT. TO OBTAIN A FEI NUMBER, CONTACT THE IRS AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Doris Brown, Document Specialist
New Filings Section

Letter Number: 597A00005525

ORIGINAL

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on July 10, 1997, to Articles of Incorporation for AMERICAN METROUTILITIES CORPORATION/FLORIDA, a Florida corporation, as shown by the records of this office.

The document number of this corporation is P97000010560.

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



CR2EO22 (2-95)



Sandra B. Northam
Secretary of State

ORIGINAL

Exhibit B

ORIGINAL

Substantial financial support will be required for the development of the telecommunication infrastructure and operational start up in each of the target markets in the Gulf South region which will take place over a 24 to 30 month period.

There are two financial issues to be faced by the Company during the planning period. First is the continuing need to finance and manage working capital. It is critical to build an operating and administrative infrastructure within the Company to implement budgetary and control systems to manage the construction and operation of the various telecommunication facilities. The management of cash and control of expenses is and will continue to be a significant management concern. Expenditures will be carefully monitored and related to the financial plan.

The second and largest financial issue is the financing for the construction of the telecommunication facilities and the acquisition of the telecommunication facilities' support assets. Consideration should be given to the amount of financing to come from current or future cash, short-term interim borrowings, long-term debt and equity infusions. Currently, the Company has negotiated a short-term interim financing arrangement with its principal contractor to build out the telecommunication facilities. The maximum amount that can be advanced under this arrangement is \$5,000,000. The Company has put in place a long-term financing arrangement for its telecommunication facility in the New Orleans market in the amount of \$10,000,000.

The Company has raised approximately \$5,000,000 from various investors in the form of debt and equity and is currently in the process of raising up to \$50,000,000 by private placement of preferred or common securities. Additionally, the Company plans to raise approximately \$100,000,000 from high yield debt instruments in the third quarter of 1998. The proceeds from these funds will be used to finance working capital to enter into other markets through reselling of BellSouth services, unbundling back to the Company's switch and the build out of telecommunication facilities and acquisition of support assets.

ORIGINAL

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Consolidated Financial Statements

December 31, 1994 and 1995, and September 30, 1996

With Independent Auditors' and Accountants' Compilation Reports Thereon

Independent Auditors' Report

The Board of Directors
American MetroComm Corporation:

We have audited the accompanying consolidated balance sheets of American MetroComm Corporation and subsidiaries (a development stage company) as of December 31, 1994 and 1995, and the related consolidated statements of operations, shareholders' deficit, and cash flows for the period June 14, 1994 (inception) to December 31, 1994 and the year ended December 31, 1995. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of American MetroComm Corporation and subsidiaries as of December 31, 1994 and 1995, and the results of their operations and their cash flows for the period June 14, 1994 (inception) to December 31, 1994 and the year ended December 31, 1995 in conformity with generally accepted accounting principles.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in note 3 to the consolidated financial statements, the Company has accumulated losses during the development stage and has a net capital deficiency that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in note 3. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

KPMG Peat Marwick LLP

January 10, 1997



POOL STEWART, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS

To the Stockholders
American MetroComm Corporation and Subsidiaries

We have compiled the accompanying consolidated balance sheet of American MetroComm Corporation and Subsidiaries as of September 30, 1996 and the related consolidated statements of operations and cash flows for the nine months ended September 30, 1996, in accordance with standards established by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Pool Stewart, L.L.C.

Pool Stewart, L.L.C.
Certified Public Accountants
December 18, 1996

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Consolidated Balance Sheets

<u>Assets</u>	<u>December 31,</u> <u>1994</u>	<u>1995</u>	September 30, <u>1996</u> (unaudited)
Current assets:			
Cash and cash equivalents	\$ 94,439	1,660	98,067
Receivables	-	253	54,904
Prepaid expenses	<u>26,250</u>	<u>8,750</u>	<u>-</u>
Total current assets	120,689	10,663	152,971
Property, plant and equipment, net	1,264	65,945	2,195,105
Franchise licenses, net	-	107,737	151,296
Other assets	<u>687</u>	<u>100,887</u>	<u>100,887</u>
Total assets	\$ <u>122,640</u>	<u>285,232</u>	<u>2,600,259</u>
<u>Liabilities and Shareholders' Deficit</u>			
Current liabilities:			
Accounts payable	35,000	20,317	15,781
Accrued expenses	33,212	161,633	450,758
Notes payable to shareholders	495,372	594,500	724,500
Other liabilities	<u>29,725</u>	<u>455,889</u>	<u>1,403,101</u>
Total current liabilities	593,309	1,232,339	2,594,140
Minority interest	-	-	17,335
Shareholders' deficit:			
Preferred stock, authorized 25,000,000 shares, no par value; issued and outstanding, 235,000 (unaudited) Series A shares at September 30, 1996	-	-	235,000
Common stock, authorized 60,000,000 shares, no par value, issued and outstanding, 2,860,260 and 16,700,720 shares at December 31, 1994 and 1995, respectively, and 18,194,138 (unaudited) shares at September 30, 1996	2,246	128,165	1,349,060
Deficit accumulated during development stage	(472,915)	(1,075,272)	(1,580,543)
Preferred dividends accrued	<u>-</u>	<u>-</u>	<u>(14,733)</u>
Total shareholders' deficit	(470,669)	(947,107)	(11,216)
Commitments and contingencies	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities and shareholders' deficit	\$ <u>122,640</u>	<u>285,232</u>	<u>2,600,259</u>

See accompanying notes to consolidated financial statements.

AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)

Consolidated Statements of Operations

	For the period June 14, 1994 (inception) to <u>December 31, 1994</u>	For the year ended <u>December 31, 1995</u>	June 14, 1994 (inception) to <u>December 31, 1995</u>	Nine months ended <u>September 30, 1996</u> (unaudited)	June 14, 1994 (inception) to <u>September 30, 1996</u> (unaudited)
Operating expenses:					
General and administrative	\$ 428,011	562,004	990,015	462,901	1,452,916
Sales and marketing	443	-	443	445	888
Depreciation and amortization	<u>39</u>	<u>3,140</u>	<u>3,179</u>	<u>8,057</u>	<u>11,236</u>
	<u>428,493</u>	<u>565,144</u>	<u>993,637</u>	<u>471,403</u>	<u>1,465,040</u>
Operating loss	(428,493)	(565,144)	(993,637)	(471,403)	(1,465,040)
Other income (expense):					
Interest expense	(45,409)	(107,802)	(153,211)	(68,890)	(222,101)
Interest income	149	26	175	2	177
Other	<u>-</u>	<u>(6,600)</u>	<u>(6,600)</u>	<u>(3,250)</u>	<u>(9,850)</u>
Total other income (expense)	<u>(45,260)</u>	<u>(114,376)</u>	<u>(159,636)</u>	<u>(72,138)</u>	<u>(231,774)</u>
Net loss before minority interest	(473,753)	(679,520)	(1,153,273)	(543,541)	(1,696,814)
Minority interest in net loss of subsidiaries	<u>838</u>	<u>77,163</u>	<u>78,001</u>	<u>38,270</u>	<u>116,271</u>
Net loss	(472,915)	(602,357)	(1,075,272)	(505,271)	(1,580,543)
Preferred stock dividends	<u>-</u>	<u>-</u>	<u>-</u>	<u>(14,733)</u>	<u>(14,733)</u>
Net loss applicable to common stock	\$ <u>(472,915)</u>	<u>(602,357)</u>	<u>(1,075,272)</u>	<u>(520,004)</u>	<u>(1,595,276)</u>

See accompanying notes to consolidated financial statements.

AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)

Consolidated Statements of Cash Flows

	<u>For the period June 14, 1994 (inception) to December 31, 1994</u>	<u>For the year ended December 31, 1995</u>	<u>June 14, 1994 (inception) to December 31, 1995</u>	<u>Nine months ended September 30, 1996 (unaudited)</u>	<u>June 14, 1994 (inception) to September 30, 1996 (unaudited)</u>
Cash flows from operating activities:					
Net loss	\$ (472,915)	(602,357)	(1,075,272)	(505,271)	(1,580,543)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:					
Depreciation and amortization	39	3,140	3,179	8,057	11,236
Common stock issued as compensation	3,084	16,107	19,191	-	19,191
Minority interest	(838)	(77,163)	(78,001)	(38,270)	(116,271)
Changes in operating assets and liabilities:					
Other receivables	-	(253)	(253)	(54,651)	(54,904)
Prepaid expenses	(26,250)	17,500	(8,750)	8,750	-
Accounts payable	35,000	(14,683)	20,317	(4,536)	15,781
Accrued expenses	33,212	128,421	161,633	46,077	207,710
Other liabilities	<u>29,725</u>	<u>426,164</u>	<u>455,889</u>	<u>(43,191)</u>	<u>412,698</u>
Net cash provided by (used in) operating activities	<u>(398,943)</u>	<u>(103,124)</u>	<u>(502,067)</u>	<u>(583,035)</u>	<u>(1,085,102)</u>
Cash flows from investing activities:					
Purchases of property and equipment	(1,303)	(65,058)	(66,361)	(912,058)	(978,419)
Acquisition of franchise license	-	(110,500)	(110,500)	(50,000)	(160,500)
Deposit paid	<u>(687)</u>	<u>(100,200)</u>	<u>(100,887)</u>	<u>-</u>	<u>(100,887)</u>
Net cash used in investing activities	<u>(1,990)</u>	<u>(275,758)</u>	<u>(277,748)</u>	<u>(962,058)</u>	<u>(1,239,906)</u>

(Continued)

AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)

Consolidated Statements of Cash Flows, Continued

	For the period June 14, 1994 (inception) to <u>December 31, 1994</u>	For the year ended <u>December 31, 1995</u>	June 14, 1994 (inception) to <u>December 31, 1995</u>	Nine months ended September 30, 1996 (unaudited)	June 14, 1994 (inception) to September 30, 1996 (unaudited)
Cash flows from financing activities:					
Proceeds from sale of common stock	\$ -	114,654	114,654	1,220,895	1,335,549
Proceeds from minority interest contribution	-	72,321	72,321	55,605	127,926
Purchase of treasury stock	-	(323,500)	(323,500)	-	(323,500)
Sale of treasury stock	-	323,500	323,500	-	323,500
Proceeds from sale of preferred stock	-	-	-	235,000	235,000
Proceeds from notes payable to shareholders, net of discount	<u>495,372</u>	<u>99,128</u>	<u>594,500</u>	<u>130,000</u>	<u>724,500</u>
Net cash provided by financing activities	<u>495,372</u>	<u>286,103</u>	<u>781,475</u>	<u>1,641,500</u>	<u>2,422,975</u>
Net increase (decrease) in cash	94,439	(92,779)	1,660	96,407	98,067
Cash at beginning of period	<u>-</u>	<u>94,439</u>	<u>-</u>	<u>1,660</u>	<u>-</u>
Cash at end of period	<u>\$ 94,439</u>	<u>1,660</u>	<u>1,660</u>	<u>98,067</u>	<u>98,067</u>

See accompanying notes to consolidated financial statements.

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Consolidated Statements of Shareholders' Deficit

The period June 14, 1994 (inception) to December 31, 1994,
the year ended December 31, 1995
and the nine months ended September 30, 1996 (unaudited)

	1995 Series A <u>Preferred stock</u>	Common <u>stock</u>	Treasury <u>stock</u>	Retained <u>deficit</u>	<u>Total</u>
Balance at June 14, 1994 (inception)	\$ -	-	-	-	-
Issuance of 2,860,260 shares of common stock	-	2,246	-	-	2,246
Net loss	<u>-</u>	<u>-</u>	<u>-</u>	<u>(472,915)</u>	<u>(472,915)</u>
Balance at December 31, 1994	-	2,246	-	(472,915)	(470,669)
Issuance of 13,840,460 shares of common stock	-	125,919	-	-	125,919
Purchase of 2,763,095 shares into treasury	-	-	(323,500)	-	(323,500)
Sale of 2,763,095 shares from treasury	-	-	323,500	-	323,500
Net loss	<u>-</u>	<u>-</u>	<u>-</u>	<u>(602,357)</u>	<u>(602,357)</u>
Balance at December 31, 1995	-	128,165	-	(1,075,272)	(947,107)
Issuance of 235,000 shares of 1995 Series A preferred stock (unaudited)	235,000	-	-	-	235,000
Issuance of 1,723,419 shares of common stock (unaudited)	-	1,220,895	-	-	1,220,895
Preferred stock dividends (unaudited)	-	-	-	(14,733)	(14,733)
Net loss (unaudited)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(505,271)</u>	<u>(505,271)</u>
Balance at September 30, 1996 (unaudited)	<u>\$ 235,000</u>	<u>1,349,060</u>	<u>-</u>	<u>(1,595,276)</u>	<u>(11,216)</u>

See accompanying notes to consolidated financial statements.

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

December 31, 1994 and 1995, and September 30, 1996

**(Information as of and for the nine months ended
September 30, 1996 is unaudited)**

(1) Description of Business and Summary Of Significant Accounting Policies

(a) Description of Organization

American MetroComm Corporation (the Company) has been organized to provide enhanced voice and data services through operating companies across the Gulf South. The Company is a licensed contractor specializing in the telecommunication industry and currently owns telecommunications franchises in New Orleans and Kenner, Louisiana through two of its majority-owned subsidiaries. The Company is in the process of building its telecommunications network and is considered a development stage enterprise.

(b) Principles of Consolidation

The consolidated financial statements include the accounts of American MetroComm Corporation and its majority-owned subsidiaries: American MetroComm/New Orleans, Inc. (AMC/NO) - (formerly Crescent City Networks), LeveeComm of Louisiana, L.L.C. (LeveeComm), Infohighway Management of Southeast Louisiana, Inc. (IMSEL) and Mississippi Fiber Group, Inc. (MFG). All significant intercompany balances and transactions are eliminated in consolidation.

In April 1996, the Company obtained a 61.31% interest in AMC/NO, a 77.07% interest in LeveeComm, a 64% interest in IMSEL, and a 63.23% interest in MFG by exchanging 16,812,139 of its shares of common stock for all of the common stock or membership units owned by five shareholders of the acquired companies plus the transfer of certain receivables held by those shareholders that are due from AMC/NO. This transaction is considered a combination of entities under common control and has been accounted for at historical cost in a manner similar to the pooling-of-interest method of accounting. Accordingly, the results of operations of the acquired companies have been consolidated as if the combinations occurred at the beginning of the earliest date presented. Therefore, the consolidated financial statements will include the results of operations from the subsidiaries, as follows: (1) LeveeComm from its inception, June 14, 1994; (2) AMC/NO from its inception, April 5, 1995; (3) IMSEL from its inception, October 12, 1994, and (4) MFG from its inception, December 28, 1995.

(c) Cash and Cash Equivalents

For purposes of the statements of cash flows, the Company considers all highly-liquid investments purchased with remaining maturities of three months or less to be cash equivalents.

(Continued)

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

(Information as of and for the nine months ended
September 30, 1996 is unaudited)

(d) **Property and Equipment**

Property and equipment is stated at cost and is or will be depreciated on a straight-line basis over the estimated useful lives of the assets as follows:

	<u>Years</u>
Telecommunications plant in service	10
Office equipment	5 to 7
Furniture and fixtures	7

Routine maintenance and repairs are charged to operating expense while costs of betterments and renewals are capitalized.

(e) **Franchise Licenses**

Franchise licenses consist primarily of costs incurred in connection with the Company's acquisition of local service telecommunications franchise rights. These assets are recorded at cost and amortized using the straight-line method over the term of the franchise rights which range from 15 to 25 years.

(f) **Revenue Recognition**

The Company will recognize revenue in the month access and usage of its fiber optic network is provided.

(g) **Use of Estimates**

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from these estimates.

(h) **Income Taxes**

The Company accounts for income taxes using the asset and liability method, under which deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those

(Continued)

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

**(Information as of and for the nine months ended
September 30, 1996 is unaudited)**

temporary differences are expected to be recovered or settled. The effect on the deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

(i) Interim Financial Information (Unaudited)

In the opinion of management, the accompanying unaudited consolidated financial information of the Company and its subsidiaries contains all adjustments, consisting of normal recurring adjustments, which are necessary to present fairly the financial position as of September 30, 1996 and the results of operations and cash flows for the nine-month period ended September 30, 1996. These results are not necessarily indicative of the results to be expected for the full fiscal year.

(2) Development Stage Operations

The Company was originally incorporated in March 1996 under the name MetroComm Corporation which was formally changed to American MetroComm Corporation in June 1996. The Company was formed as a holding company to own the outstanding common stock of various operating companies intended to provide telecommunications services in the Gulf South area. Since inception, the operations of the Company and its subsidiaries have been devoted primarily to raising capital, obtaining financing, constructing its telecommunications facility and administrative functions.

(3) Liquidity and Going Concern Issues

As shown in the accompanying consolidated financial statements, the Company has accumulated losses during the development stage and has a net capital deficiency at December 31, 1995 of \$947,107 and \$11,216 at September 30, 1996 which raise substantial doubt about its ability to continue as a going concern. The Company believes that sufficient funds can be raised through equity and debt financings that will enable the Company to develop its networks in accordance with its business plan. However, there can be no assurance that the proceeds from future offerings or financings will be sufficient to support the working capital needs of the Company or that its business plan will be successful. The financial statements do not include any adjustments that might be necessary if the Company is unable to continue as a going concern.

The Company is currently contemplating a sale in a private offering up to \$30 million of its securities or equity-linked securities. To this end, the Company has retained an investment banking firm to act as exclusive financial advisor and sole placement agent in connection with the structuring, issuance and sale of these securities. As compensation for providing this service, the investment banking firm will receive the greater of seven percent of the gross proceeds received by the Company in proposed private placement or seven percent of the aggregate

(Continued)

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

(Information as of and for the nine months ended
September 30, 1996 is unaudited)

amount committed to be invested into the Company. In addition, the investment banking firm will be allowed to purchase for a nominal sum, warrants equal to five percent of the fully-diluted common stock of the Company. The warrants will have anti-dilution rights.

In October 1996, the Company entered into an agreement to retain another investment banking firm to determine the fair market value of the Company's four subsidiaries, at a cost of \$100,000, plus expenses. In December 1996, the Company entered into another agreement with this same investment banking firm to act as an agent to introduce certain identified prospective purchasers in connection with the proposed private placement of debt and equity securities of the Company. As compensation for successfully performing these services, the investment banking firm is to receive 2 units of the 120 units offered through the private offering mentioned above and 5% of the aggregate amount of securities sold plus reimbursement of out-of-pocket expenses.

(4) Property, Plant and Equipment

Property, plant and equipment consists principally of a telecommunications fiber optic network. The following is a summary of the Company's investment in property, plant and equipment:

	<u>December 31,</u> <u>1994</u>	<u>1995</u>	<u>September 30,</u> <u>1996</u>
Telecommunications plant under construction	\$ -	61,438	2,182,898
Office equipment	320	3,940	9,671
Furniture and fixtures	<u>983</u>	<u>983</u>	<u>4,569</u>
	1,303	66,361	2,197,138
Less accumulated depreciation	<u>(39)</u>	<u>(416)</u>	<u>(2,033)</u>
	<u>\$ 1,264</u>	<u>65,945</u>	<u>2,195,105</u>

(5) Franchise Licenses

AMC/NO

The City of New Orleans granted a fifteen year franchise to AMC/NO which allows it to construct a telecommunications system for a municipal area network in the City of New Orleans. AMC/NO accepted the franchise on August 16, 1995. In accordance with the agreement, AMC/NO deposited \$100,000 with the City of New Orleans, to be held for the entire fifteen year term of the franchise. The \$100,000 deposit has been reflected in the consolidated financial statements as other assets.

(Continued)

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

**(Information as of and for the nine months ended
September 30, 1996 is unaudited)**

Also under this agreement, AMC/NO paid the City Council of the City of New Orleans a nonrefundable \$100,000 community contribution payment. The community contribution payment submitted upon acceptance of the franchise has been recorded in the consolidated financial statements as franchise fees and are being amortized over the fifteen year term of the franchise.

The franchise agreement originally provided for an annual franchise fee to be paid to the City of New Orleans in the amount equal to the greater of 5% of gross revenue or \$1,500 per calendar quarter, beginning in the second year of the franchise. The franchise fee was subsequently superseded effective June 18, 1996 to provide for the following on an annualized basis: (1) In the first year of the franchise, AMC/NO will pay \$2.60 per linear foot for its approved system route; (2) In the second, third and fourth years of the franchise, AMC/NO will pay five percent of its gross annual revenue plus \$2.60 per linear foot for any additional approved system route in excess of its original approved system route; and (3) Thereafter, the greater of five percent of its gross annual revenue or \$2.60 per linear foot for its approved system route.

AMC/NO's franchise agreement also provides for AMC/NO to establish a scholarship program for graduating high school students residing in Orleans Parish, beginning in the second year of operations. The amount to be funded is equal to ten percent of the franchise fee paid for the prior year with a minimum payment of \$25,000 and a maximum payment of \$75,000. In addition, AMC/NO is required to establish an on-the-job training course for its employees, beginning in the second year of operations. The amount to be funded for this program is equal to ten percent of the franchise fee paid for the prior year. No amounts have been paid for these programs since operations have not yet commenced. Additionally, the agreement provides for AMC/NO to include six dark fibers in the cable of the telecommunications system for noncommercial City and public primary and secondary educational use only and not for resale. In lieu of providing the six dark fibers, the City may accept other services, facilities, funds or other financial arrangements similar in value to providing the six dark fibers.

Certain shareholders of AMC/NO also sold some of their common stock to certain minority investors who cumulatively owned after the sale at least twenty percent of the outstanding stock of AMC/NO, as required in the franchise agreement with the City of New Orleans.

IMSEL

A franchise was granted to IMSEL by the City of Kenner to construct, operate and maintain an advanced telecommunications system within its city limits for a term of twenty-five years. Under this franchise agreement, IMSEL has the right to provide video programming services, as well as telecommunications services. IMSEL accepted this franchise on April 12, 1996. The franchise agreement provides that IMSEL will offer service to all potential subscribers within

(Continued)

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

**(Information as of and for the nine months ended
September 30, 1996 is unaudited)**

the City of Kenner in accordance with an approved rate schedule, however, upon request, IMSEL is to provide service free of charge to public facilities such as schools, city hall, fire and police, which are adjacent to its network. The franchise agreement provides for IMSEL to make an initial payment of \$25,000 upon execution of the agreement and an additional \$25,000 within 120 days of execution of the agreement, which has been accrued but not paid as of September 30, 1996. The \$50,000 initial franchise fee has been reflected in the consolidated financial statements as franchise licenses and will be amortized over the twenty-five year term of the franchise.

In addition, IMSEL is to pay an annual franchise fee amounting to five percent of the "Annual Over System Revenue," as defined in the agreement. However, this percentage may increase to the same rate paid by IMSEL to another Louisiana municipality or parish of comparable size and characteristics, if higher.

LEVEECOMM

In July 1994, the Orleans Levee District (OLD) and a public benefit corporation (PBC) formed by the OLD entered into an agreement with LeveeComm whereby PBC would grant LeveeComm the right to use certain property owned or controlled by the OLD to construct and install a fiber optic communications system. The agreement called for LeveeComm to pay advance rent of \$35,000 for a twenty-four month period. In addition, LeveeComm was to have the system completed within a two-year period at which time the PBC was to share in the net operating profits of the system as payment of rent. The agreement further provided that commencing with the twenty-fifth month of the agreement, the PBC was to receive a minimum monthly rental of approximately \$1,458 which was to be applied as a credit against the amount owed to the PBC for its share of the net operating profits. The term of this agreement is for fifty years. The Company expensed the initial \$35,000 rental payable ratably over the twenty-four month period, July 1994 through June 1996 and has accrued \$4,375 in rental expense as of September 30, 1996. In addition, the agreement with PBC requires that LeveeComm make available to the OLD approximately \$300,000 of computer and telecommunications equipment of its specifications.

In connection with the right of use granted to LeveeComm by the PBC, the City of New Orleans approved a franchise to LeveeComm with provisions similar to those in AMC/NO's franchise agreement. LeveeComm has not accepted the franchise pending the negotiation of a new agreement with the OLD and the PBC.

In February 1997 the Company surrendered its interest in LeveeComm without remuneration. The Company has no plans to pursue any further development of the agreement with the OLD, or the franchise with the City of New Orleans.

(Continued)

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

(Information as of and for the nine months ended
September 30, 1996 is unaudited)

MFG

In November 1995, the City of Jackson, Mississippi approved a ten-year franchise to MFG to construct fiber optic telecommunications networks within its public ways. The franchise agreement provides for the City of Jackson to receive an initial fee of \$5,000 upon acceptance by MFG, an acceptance fee of \$15,000 within fifteen days of acceptance, and an annual fee equal to the greater of five percent of the annual gross revenue received from the Jackson network or \$25,000. MFG will also be required to purchase a performance bond of \$250,000 during the construction of the network. MFG has not yet accepted this franchise.

Capitalized franchise licenses consists of the following:

	December 31,		September 30,
	<u>1994</u>	<u>1995</u>	<u>1996</u>
City of New Orleans franchise license	\$ -	110,500	110,500
City of Kenner franchise license	<u>-</u>	<u>-</u>	<u>50,000</u>
	-	110,500	160,500
Less accumulated amortization	<u>-</u>	<u>(2,763)</u>	<u>(9,204)</u>
	<u>\$ -</u>	<u>107,737</u>	<u>151,296</u>

(6) Accrued Expenses

Accrued expenses consist of the following:

	December 31,		September 30,
	<u>1994</u>	<u>1995</u>	<u>1996</u>
Accrued consulting fees to management	\$ 1,174	40,000	241,500
Accrued payroll taxes	-	-	1,548
Accrued interest	32,038	121,633	190,523
Other accrued expenses	<u>-</u>	<u>-</u>	<u>17,186</u>
	<u>\$ 33,212</u>	<u>161,633</u>	<u>450,757</u>

(Continued)

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

(Information as of and for the nine months ended
September 30, 1996 is unaudited)

(7) Other Liabilities

Other liabilities consist of the following:

	<u>December 31,</u> <u>1994</u>	<u>1995</u>	<u>September 30,</u> <u>1996</u>
Due to officers and other related parties	\$ 29,725	126,925	169,650
Due to shareholders	-	319,875	-
Amount due on construction contract	-	9,089	1,218,718
Preferred dividends payable	-	-	14,733
	<u>\$ 29,725</u>	<u>455,889</u>	<u>1,403,101</u>

(8) Obligations to Shareholders

LeveeComm is indebted to certain of its members in the principal amounts of \$495,372, net of unamortized discount, \$594,500 and \$594,500 (unaudited) at December 31, 1994 and 1995 and September 30, 1996, respectively. The obligations provide for an interest rate of 15% and are due on demand. LeveeComm accrued interest on these notes in the amounts of \$32,037, \$87,960 and \$66,698 (unaudited) for the period June 14, 1994 (inception) through December 31, 1994, the year ended December 31, 1995 and the nine months ended September 30, 1996, respectively. LeveeComm has not made any interest payments with respect to these obligations.

The Company is indebted to one shareholder in the amount of \$130,000, net of unamortized discount, at September 30, 1996. This indebtedness was issued in conjunction with a negotiated private offering to several investors dated September 27, 1996, whereby each investor would loan the Company funds at an interest rate of ten percent, secured by a first priority security interest in a 4.34 mile initial telecommunications facility owned by AMC/NO. These loans would become due at the earliest date of: (1) the closing of the first sale of a cumulative total of more than \$10,000,000 in equity or equity-linked securities of the Company; or (2) October 4, 1997. In addition, the Company issued one share of common stock for each dollar loaned, and a warrant to purchase common stock for each dollar loaned exercisable at \$.65 per share through October 4, 1999 (hereinafter referred to as Series B Warrants). Subsequent to September 30, 1996, the Company has received an additional \$545,000 in loans from the investors, and issued an additional 545,000 shares of common stock and 545,000 Series B Warrants.

(Continued)

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

(Information as of and for the nine months ended
September 30, 1996 is unaudited)

Obligations payable to shareholders consist of the following:

	December 31, <u>1994</u>	December 31, <u>1995</u>	September 30, <u>1996</u>
Obligations payable to LeveeComm members	\$ 512,500	594,500	594,500
Less unamortized discount	<u>(17,128)</u>	<u>-</u>	<u>-</u>
	495,372	594,500	594,500
Notes payable to shareholders	-	-	260,000
Less unamortized discount	<u>-</u>	<u>-</u>	<u>(130,000)</u>
	<u>\$ 495,372</u>	<u>594,500</u>	<u>724,500</u>

(9) Income Taxes

The Company has not recorded a provision for income taxes as a result of operating losses incurred from inception. The Company will file separate tax returns for each of the companies in the consolidated group. Following is a summary of estimated net operating loss carryforwards at December 31, 1995:

AMC/NO	\$ 210,000
LeveeComm	640,000
IMSEL	1,000
MFG	1,000

The full amount of all deferred tax assets was offset by a valuation allowance based on the Company's historical taxable income record.

(10) Shareholders' Equity

The Company is authorized by its Articles of Incorporation to issue 25,000,000 shares of Series A, no par value preferred stock. The board of directors is authorized to fix the dividend terms, conversion right, redemption rights and other privileges and restrictions applicable to the stock.

The first series of preferred stock was designated the 1995 Series A Preferred Stock and will consist of no more than 500,000 shares. The number of authorized shares will be set by the board of directors. The 1995 Series A Preferred stock is entitled to receive dividends cumulatively at 14% per annum on a principal basis of \$1 per preferred share, is non-voting except with respect to certain matters affecting the rights of preferred shareholders, is convertible to 2 common shares for each preferred share converted on or prior to June 30,

(Continued)

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

**(Information as of and for the nine months ended
September 30, 1996 is unaudited)**

1999 and is redeemable by the Company anytime after June 30, 1999 on the basis of \$3 per preferred share plus accrued dividends. At September 30, 1996, the Company accrued \$14,733 of dividends on the Series A Preferred Stock.

The Company is authorized by its Articles of Incorporation to issue 60,000,000 shares of common stock. No dividends are to be paid with respect to the common shares until all cumulative preferred dividends have been paid or funds have been set aside for such purpose

The board of directors authorized the sale of up to 5,700,000 shares of the Company's common stock at a price of \$.50 per share in conjunction with a Private Offering Memorandum (POM) dated August 20, 1996. In addition, certain shareholders offered to sell 300,000 shares of their Company stock in conjunction with this sale. These shareholders have also contributed 700,000 shares of their Company stock back to the Company at no consideration, for sale by the Company. The 6,000,000 shares were to be sold in 120 units of 50,000 shares per unit at a price of \$25,000 per unit. As of the closing of this POM on December 13, 1996, the Company had sold 2,140,000 shares of common stock pursuant to this offering raising an aggregate of \$1,070,000. The Company also issued to the purchasers of the shares under the POM, for no consideration, warrants to purchase an additional 2,140,000 shares, exercisable at \$.65 per share through October 4, 1999 (hereinafter referred to as Series A Warrants).

(11) Commitments and Contingencies

AMC/NO has contracted with a major telecommunications company to construct a cable system within a specified geographic area which includes the central business district of New Orleans, Louisiana. The cable system is expected to cost approximately \$2,000,000. Costs paid under this contract amounted to \$950,000 during the nine months ended September 30, 1996 and approximately \$1,050,000 is due under this contract as of September 30, 1996, which has been reflected in the financial statements as other liabilities. Subsequent to September 30, 1996, an additional \$600,000 has been paid under this contract. In addition, the major telecommunications company has agreed to purchase certain special access services from the Company for a three-year period for a minimum monthly cost of \$15,000.

The Company has entered into a thirty-six month agreement to purchase network electronics equipment and related software and services from a major supplier subsequent to September 30, 1996. Under this agreement, as of December 31, 1996, the Company has committed to purchase approximately \$2,700,000 of equipment which is to be paid between thirty and ninety days from the date of the first shipment, which shipments are being made during the first quarter of 1997. The Company intends to fund these purchases with the proceeds from contemplated offering discussed in note 3.

(Continued)

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

**(Information as of and for the nine months ended
September 30, 1996 is unaudited)**

In July 1996, the Company entered into a two year interconnection agreement with a major telecommunications company to purchase at discounted rates significant existing and future services for resale. The terms, conditions, and prices of the interconnection agreement are to be determined by negotiations which must commence no later than July 9, 1997. In addition, the agreement provides for each party to access each other's telecommunication facility, including poles and conduits. Each party will receive compensation from the other for allowing such access as is set forth in the agreement.

(12) Disclosure About Fair Value of Financial Instruments

The carrying amounts of cash and cash equivalents, accounts payable, accrued expenses and notes payable to shareholders approximate fair value because of the short maturity of these items.

Fair value estimates are subject to inherent limitations. Estimates of fair value are made at a specific point in time, based upon relevant market information and information about the financial instrument. The estimated fair values of financial instruments presented above are not necessarily indicative of the amounts the Company might realize in actual market transactions. Estimates of fair value are subjective in nature and involve uncertainties and matters of significant judgment and, therefore, cannot be determined with precision. Changes in assumptions could significantly affect the estimates.

(13) Related Party Transactions

The management of the Company is primarily conducted by three shareholders who collectively own a controlling interest in the Company. The Company has paid these shareholders consulting and management fees amounting to \$156,000, \$193,000 and \$19,500 (unaudited) for the period June 14, 1994 (inception) through December 31, 1994 and for the year ended December 31, 1995 and for the nine months ended September 30, 1996, respectively. In addition, the Company had accrued consulting and management fees at December 31, 1994 and 1995 and September 30, 1996 in the amounts of \$1,174, \$40,000 and \$241,500 (unaudited), respectively. The Company also paid one of these shareholders approximately \$21,000 and \$22,000 in legal fees for the period June 14, 1994 (inception) through December 31, 1994 and for the year ended December 31, 1995, respectively. As of September 30, 1996, the Company is also indebted to these shareholders in the amount of \$44,525 for advances made.

The Company is indebted to a previous shareholder and manager in the amount of \$4,000 for the purchase of his stock in AMC/NO and membership units in LeveeComm and \$121,000 for consulting and management fees due him at December 31, 1995. This previous manager and shareholder was paid \$64,000 and \$34,000 for the period June 14, 1994 (inception) through December 31, 1994 and for the year ended December 31, 1995, respectively.

(Continued)

**AMERICAN METROCOMM CORPORATION
AND SUBSIDIARIES
(A Development Stage Company)**

Notes to Consolidated Financial Statements

**(Information as of and for the nine months ended
September 30, 1996 is unaudited)**

The Company was also indebted to an individual related to a shareholder for advances made by him and past consulting fees due him in the amount of \$32,500 plus interest at ten percent per annum as of September 30, 1996. Subsequent to that date, the related party transferred his rights to that obligation to other shareholders. Interest accrued in connection with that obligation amounted to \$1,907 at September 30, 1996. Total consulting fees paid to this related party for the period June 14, 1994 (inception) through December 31, 1994 and for the year ended December 31, 1995 and for the nine months ended September 30, 1996 amounted to \$78,000, \$20,500 and \$14,000 (unaudited), respectively.

In August and September 1995, five shareholders of AMC/NO sold 241,200 and 141,180 shares, respectively, of their common stock, back to AMC/NO on an installment basis. The stock was recorded as treasury stock and was subsequently resold to other investors. The shareholders received installment obligations from AMC/NO in the amounts of \$202,500 and \$117,000. These obligations were to be paid to the shareholders in twelve equal monthly installments beginning one year from the date the shares were purchased by AMC/NO, provided that there were funds available. In April 1996, these shareholders transferred their rights to receive payment of the obligations to the Company in connection with their acquisition of the common stock of the Company - see note 3. As of September 30, 1996, AMC/NO has made no payments against this obligation.

AMERICAN METROCOMM CORPORATION
CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 1997

Pool Stewart

Certified Public Accountants

POOL STEWART, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS

American MetroComm Corporation
1615 Poydras Street
Suite 1050
New Orleans, LA 70112

To the Directors,

We have compiled the accompanying consolidated balance sheet and consolidated statements of income and cash flows of American MetroComm Corporation for the one month and nine months ending September 30, 1997, in accordance with Statements of Standards for Accounting and Review Services issued by the American Institute of Certified Public Accounts.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying consolidated financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The accompanying financial statements are compiled on an interim basis and are intended for internal use only. Because of their nature they may not include certain adjustments. The effects of any excluded adjustments are not determined.

Management has elected to omit substantially all of the disclosures and the statement of retained earnings required by generally accepted accounting principles. If the omitted disclosures and the statement of retained earnings were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations and changes in financial position. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Pool Stewart, L.L.C.
Pool Stewart, L.L.C.
October 27, 1997

American MetroComm Corporation

Balance Sheet

SEPTEMBER 30, 1997

ASSETS

CURRENT ASSETS

CASH AND EQUIVALENTS	199,343.44
ACCRUED ACCOUNTS RECEIVABLE	20,000.00
TELECOMMUNICATIONS ACCT REC	201,999.26
PREPAID EXPENSES	42,491.74

TOTAL CURRENT ASSETS

463,834.44

NON-CURRENT ASSETS

DEPOSITS	105,395.78
DUE FROM OFFICERS	99,999.99
TELECOMM PLANT UNDER CONSTR-ST	3,775,947.93
TELECOMM PLANT IN USE	3,154,895.39
TPIS-SUPPORT ASSETS	3,341,265.28
ACCUMULATED DEPRECIATION	(146,155.02)
INTANGIBLES	2,841,263.31
ACCUM AMORTIZATION-INTANGIBLE	(18,770.84)

TOTAL NON-CURRENT ASSETS

13,153,841.82

TOTAL ASSETS

13,617,676.26

LIABILITIES & CAPITAL

CURRENT LIABILITIES

ACCOUNTS PAYABLE	1,472,379.05
NOTES PAYABLE	17,871.30
OTHER CURRENT LIABILITIES	4,792,900.81

TOTAL CURRENT LIABILITIES

6,283,151.16

LONG-TERM DEBT

OTHER LONG TERM DEBT	7,791,047.17
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TOTAL LONG TERM DEBT

7,791,047.17

STOCKHOLDERS EQUITY

CAPITAL STOCK	4,942,839.28
PREFERRED DIVIDENDS	(24,606.00)
RETAINED EARNINGS	(5,374,755.35)

TOTAL EQUITY

(456,522.07)

TOTAL LIABILITIES & EQUITY

13,617,676.26

(SEE ACCOMPANYING COMPILATION REPORT OF POOL STEWART, L.L.C.)
INTERIM STATEMENTS - FOR INTERNAL USE ONLY

American MetroComm Corporation

Supporting Schedule
Consolidated

SEPTEMBER 30, 1997

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CASH AND EQUIVALENTS		
CASH - LIBERTY BANK	(3.09)	
CASH - BANK ONE	4,733.75	
CASH - DEPOSIT GUARANTY BANK	(52,716.37)	
AMC/NO CHECKING DEPOSIT GUAR	240,107.51	
LEVEECOMM CHECKING ACCOUNT	168.96	
PREMIER BANK - SAVINGS A/C	.06	
LEVEECOMM - PETTY CASH	200.00	
HIBERNIA LOCKBOX - AMC/LA	6,852.62	

TOTAL CASH		199,343.44
ACCOUNTS RECEIVABLE-OTHER		
DUE TO/FROM AMER METROCOMM/NO	326,358.79	
DUE TO/FROM LEVEECOMM	166,454.53	
DUE TO/FROM AMC/LOUISIANA	179,049.09	
DUE TO/FROM MISS FIBER GROUP	4,038.41	
DUE TO/FROM AMER METROCOMM INC	647,697.54	
DUE TO/FROM AMC/NETWORKS	6,644.22	
DUE TO/FROM AMC/NETWORKS	3,602,970.02	
DUE TO/FROM AMC/INTERNET	549,970.23	
DUE TO/FROM AMC/INTERNET	18,963.75	
DUE TO/FROM AMC/MISSISSIPPI	59,671.51	
DUE TO/FROM AMC/TEXAS	4,438.99	
DUE TO/FROM AMC/ALABAMA	163,794.99	
DUE TO/FROM AMC/FLORIDA	1,678.75	
DUE TO/FROM AMC/LONG DISTANCE	646.00	
ELIMINATING ACCT	(5,732,376.82)	

TOTAL ACCT RECEIVABLE OTHER		.00
PREPAID EXPENSES		
PREPAID EXPENSES	79.59	
PREPAID INSURANCE	34,677.15	
TRAVEL ADVANCES	7,735.00	

TOTAL PREPAYMENTS		42,491.74
DEPOSITS		
INVESTMENT IN AMC/NO	4,185,240.20	
SECURITY DEPOSITS	100,687.40	
RENTAL DEPOSITS	4,708.38	
INVESTMENT IN AFFILIATE	(4,185,240.20)	

TOTAL OTHER NONCURRENT ASSETS		105,395.78
TPIS-SUPPORT ASSETS		
TPIS-COMMUNICATIONS EQUIP	2,285,523.00	

American MetroComm Corporation

Income Statement
Consolidated

For One Month and NINE MONTHS ending SEPTEMBER 30, 1997

	Current-Period Amount	Cur-Pd Ratio	Year-to-Date Amount	Y-T-D Ratio
REVENUES				
ACCESS REVENUE	32,057.49	22.00	59,127.88	16.19
BASIC LOCAL SERVICE REVENUES	100,992.93	69.30	205,159.63	56.19
NETWORK ACCESS REVENUE	8,642.14	5.93	88,923.10	24.35
SET-UP CHARGES	3,688.00	2.53	7,503.20	2.05
MISCELLANEOUS REVENUE	355.00	.24	4,429.02	1.21
	-----	-----	-----	-----
TOTAL REVENUES	145,735.56	100.00	365,142.83	99.99
PLANT SPECIFIC OPERATION EXP.				
NETWORK SUPPORT EXPENSE	160,886.95	110.40	480,039.03	131.47
GENERAL SUPPORT EXPENSES	39.27	.03	(186.79)	(.05)
DEPRECIATION & AMORTIZATION	36,763.93	25.23	150,856.10	41.31
	-----	-----	-----	-----
TOTAL PLANT SPECIFIC OPERATION	197,690.15	135.66	630,708.34	172.73
CUSTOMER OPERATIONS EXPENSE				
MARKETING EXPENSE	18,135.50	12.44	52,073.60	14.26
CORPORATE OPERATIONS EXPENSE				
EXECUTIVE AND PLANNING	49,771.00	34.15	408,181.83	111.79
GENERAL AND ADMINISTRATIVE	168,768.89	115.80	1,180,756.33	323.37
	-----	-----	-----	-----
TOTAL CUSTOMER OPERATIONS EXP	236,675.39	162.39	1,641,011.76	449.42
OTHER INCOME (EXPENSE)				
NONOPERATING INCOME (EXPENSE)	.00	.00	(523.92)	(.14)
INTEREST AND RELATED ITEMS	(477,836.31)	(327.88)	(1,355,754.54)	(371.29)
OTHER	(9,824.26)	(6.74)	(10,007.63)	(2.74)
MINORITY INTEREST IN NET LOSS OF SUBSIDIARY	.00	.00	36,657.46	10.04
	-----	-----	-----	-----
TOTAL OTHER INCOME (EXPENSE)	(487,660.57)	(334.62)	(1,329,628.63)	(364.13)
	-----	-----	-----	-----
TOTAL EXPENSE	(776,290.55)	(532.67)	(3,236,205.90)	(886.29)
	-----	-----	-----	-----
NET INCOME (LOSS)	(776,290.55)	(532.67)	(3,236,205.90)	(886.29)
	=====	=====	=====	=====

(SEE ACCOMPANYING COMPILATION REPORT OF POOL STEWART, L.L.C.)
INTERIM STATEMENTS - FOR INTERNAL USE ONLY

American MetroComm Corporation

Supporting Schedule
Consolidated

For One Month and NINE MONTHS ending SEPTEMBER 30, 1997

	Current-Period Amount	Cur-Pd Ratio	Year-to-Date Amount	Y-T-D Ratio
NETWORK SUPPORT EXPENSE				
NETWORK MONITORING	43,605.13	29.92	250,765.40	68.68
LINE LEASING	114,622.82	78.65	226,614.63	62.06
TECHNICAL SUPPORT	2,659.00	1.82	2,659.00	.73
	-----	-----	-----	-----
TOTAL NETWORK SUPPORT EXP	160,886.95	110.39	480,039.03	131.47
GENERAL SUPPORT EXPENSES				
COMPUTER EXPENSE	768.27	.53	(554.67)	(.15)
REPAIRS & MAINTENANCE	(729.00)	(.50)	367.88	.10
	-----	-----	-----	-----
TOTAL GENERAL SUPPORT EXPENSE	39.27	.03	(186.79)	(.05)
OPERATION SYSTEM EXPENSE				
CENTRAL OFFICE TRANSMISSION EX				
INFO ORIGATION/TERMIN.EXP.				
CABLE & WIRE FACILITIES EXP				
NETWORK OPERATIONS EXP				
DEPRECIATION & AMORTIZATION				
DEPRECIATION	35,855.59	24.60	143,631.07	39.34
AMORTIZATION	908.34	.62	7,225.03	1.98
	-----	-----	-----	-----
TOTAL DEPREC & AMORTIZATION	36,763.93	25.22	150,856.10	41.32
MARKETING EXPENSE				
MARKETING	1,069.13	.73	9,579.07	2.62
ADVERTISING	7,219.39	4.95	19,168.99	5.25
COMMISSIONS	9,846.98	6.76	23,325.54	6.39
	-----	-----	-----	-----
TOTAL MARKETING EXPENSE	18,135.50	12.44	52,073.60	14.26
SERVICES				
CORPORATE OPERATIONS EXPENSE				
EXECUTIVE AND PLANNING				
OFFICERS SALARIES	37,500.00	25.73	262,500.00	71.89
CONSULTANT FEES	12,271.00	8.42	145,681.83	39.90
	-----	-----	-----	-----
TOTAL EXECUTIVE & PLANNING	49,771.00	34.15	408,181.83	111.79

American MetroComm Corporation

Supporting Schedule
Consolidated

For One Month and NINE MONTHS ending SEPTEMBER 30, 1997

	Current-Period Amount	Cur-Pd Ratio	Year-to-Date Amount	Y-T-D Ratio
GENERAL AND ADMINISTRATIVE				
SALARIES & WAGES	77,908.24	53.46	328,332.98	89.92
GROUP HEALTH INSURANCE	2,392.80	1.64	12,903.90	3.53
PAYROLL TAX EXPENSE	8,377.09	5.75	54,996.80	15.06
ACCOUNTING	7,795.00	5.35	104,237.00	28.55
AUTOMOBILE EXPENSE	1,428.56	.98	9,451.04	2.59
BANK CHARGES	297.40	.20	758.38	.21
DUES & SUBSCRIPTIONS	887.85	.61	3,717.60	1.02
ENTERTAINMENT & MEALS	2,043.03	1.40	7,561.04	2.07
EQUIPMENT & FURNITURE RENTAL	3,557.44	2.44	6,962.21	1.91
FILING FEES	95.00	.07	8,988.25	2.46
FRANCHISE FEES	.00	.00	253.46	.07
GIFTS (BUSINESS)	.00	.00	558.83	.15
INSURANCE-GENERAL	4,316.59	2.96	42,236.95	11.57
LEGAL & PROFESSIONS	8,666.12	5.95	233,690.74	64.00
MEETING EXPENSE	50.00	.03	933.50	.26
MISCELLANEOUS EXPENSE	348.84	.24	2,157.38	.59
OFFICE EXPENSE	2,178.53	1.49	26,033.38	7.13
PERMITS	.00	.00	529.50	.15
PHOTOCOPY EXPENSE	1,637.34	1.12	10,204.82	2.79
PRINTING/STATIONERY	3,458.24	2.37	18,530.71	5.07
REFERENCE MATERIALS	966.00	.66	3,421.94	.94
POSTAGE/DELIVERY	1,424.29	.98	11,086.99	3.04
RENT	12,671.63	8.69	66,712.21	18.27
SUPPLIES	54.90	.04	177.90	.05
TAX & LICENSES	.00	.00	3,930.08	1.08
TAX & LICENSES	125.43	.09	202.66	.06
TELEPHONE	15,188.25	10.42	85,749.88	23.48
TEMPORARY HELP	1,025.00	.70	14,376.86	3.94
TRAVEL & LODGING	2,859.06	1.96	40,509.93	11.09
UTILITIES	395.79	.27	1,329.02	.36
RECRUITING	.00	.00	30,809.96	8.44
INSURANCE - LIFE	2,812.24	1.93	8,476.22	2.32
REPAIRS & MAINTENANCE	1,180.23	.81	2,085.96	.57
PARKING	2,415.50	1.66	7,047.50	1.93
SOFTWARE LICENSING FEE	.00	.00	5,000.00	1.37
CONTRIBUTIONS	.00	.00	10,000.00	2.74
RELOCATION EXPENSE	2,212.50	1.52	16,800.75	4.60
TOTAL	168,768.89	115.79	1,180,756.33	323.38
NONOPERATING INCOME (EXPENSE)				
POLITICAL CONTRIBUTIONS	.00	.00	(961.98)	(.26)
MISC INCOME	.00	.00	438.06	.12

American Metrocomm Corporation

Statements of Cash Flows
Consolidated

FOR NINE MONTHS ENDING SEPTEMBER 30, 1997

	CURRENT-PERIOD	YEAR TO DATE
CASH FLOWS FROM OPERATING ACTIVITIES:		
NET INCOME (LOSS)	\$ (776,290.55)	\$ (3,236,205.90)
ITEMS IN NET INCOME NOT AFFECTING CASH:		
DEPRECIATION & AMORTIZATION	36,763.93	150,856.10
DECREASE (INCREASE) IN ASSETS:		
ACCRUED ACCOUNTS RECEIVABLE	(20,000.00)	(20,000.00)
TELECOMMUNICATIONS ACCT REC	(60,157.23)	(201,999.26)
PREPAID EXPENSES	5,897.15	(11,501.01)
INCREASE (DECREASE) IN LIABILITIES:		
ACCOUNTS PAYABLE	543,883.45	1,388,308.01
ACCRUED EXPENSES	2,399,013.23	2,760,991.19
CASH PROVIDED BY OPERATING ACTIVITIES	2,129,109.98	830,449.13
CASH FLOWS USED FOR INVESTING ACTIVITIES:		
TELECOMMUNICATIONS UNDER CONSTR-ST	2,402,249.07	1,465,749.95
TELECOMMUNICATIONS IN USE	331,910.87	3,154,895.39
TPIS-SUPPORT ASSETS	86,856.16	3,327,025.87
INTANGIBLES	1,296,465.78	2,680,763.31
NOTES RECEIVABLE - OFFICERS	0.00	99,999.99
OTHER NON-CURRENT ASSETS	0.00	4,508.38
CASH USED FOR INVESTING ACTIVITIES	4,117,481.88	10,732,942.89
CASH FLOWS USED BY FINANCING ACTIVITIES:		
NOTES PAYABLE	(4,869.06)	709,253.55
NOTES PAYABLE SHAREHOLDER	382,112.40	2,300,854.81
NOTES PAYABLE - FOOTHILLS	1,814,744.26	4,464,744.26
UNAPPLIED PAYMENTS FOOTHILL	(3,539.24)	(7,248.90)
PREFERRED STOCK	0.00	0.00
COMMON STOCK	(337.50)	2,666,047.70
SUBSCRIPTIONS RECEIVABLE	0.00	100,000.00
PREFERRED DIVIDENDS	(2,704.00)	(24,606.00)
ACQUISITION OF MINORITY STOCK	0.00	(135,929.67)
CASH PROVIDED (USED) BY FINANCING ACTIVITIES	2,185,406.86	10,073,115.75
NET INCREASE (DECREASE) IN CASH	197,034.96	170,621.99
CASH BEGINNING BALANCE	2,308.48	28,721.45
CASH ENDING BALANCE	\$ 199,343.44	199,343.44

(SEE ACCOMPANYING COMPILATION REPORT OF POPE, STEWART, L.L.C.)
INTERIM STATEMENTS - FOR INTERNAL USE ONLY

Exhibit C

AMC/FL MANAGEMENT ORGANIZATION

The following table sets forth certain information regarding the directors and executive officers of the Applicants, AMC/FL:

<u>NAME</u>	<u>PARENT</u>	<u>AMC/FL</u>
Gary George	President	
Albert Donovan	Executive Vice President	
Dennis Kelly	Executive Vice President	
Olin Kropog	Senior Vice President	
Ray Powers	Senior Vice President	

American MetroComm

Company Management

GARY S. GEORGE, President

Mr. George has spent the last 13 years developing new business and marketing strategies for numerous information technologies companies. Mr. George's consulting practice allowed him to work with a variety of small newly formed ventures as well as large multi-national corporations. The products and services involved included a variety of innovative new product applications offered via connectivity from Bell Holding Company central offices, to the desktop. His involvement led to over \$1 billion in finished goods and services revenues for a variety of Fortune 500 clients. Mr. George holds a Bachelor of Arts degree in Sociology from Whittier College.

DENNIS E. KELLY, Executive Vice President and General Counsel

Mr. Kelly has been a practicing attorney for the past 17 years focusing on telecommunications, utilities and high technology industries. Mr. Kelly's experience includes involvement in regulatory issues at the federal, state & local levels. Prior to establishing his legal career, Mr. Kelly was a public policy consultant at American Management Systems and a project finance analyst at the Overseas Private Investment Corporation (OPIC). Mr. Kelly holds a Bachelor of Science degree in Finance from Mississippi State University, a Master of Business Administration from Harvard University and a Juris Doctor from the University of Virginia Law School.

ALBERT I. DONOVAN, Executive Vice President Municipal Affairs & Treasurer

Mr. Donovan joins American MetroComm Corporation after serving as the Executive Counsel to Governor Edwin Edwards. As Executive Counsel, Mr. Donovan was responsible for the legislative interface for the Governor's Office. Mr. Donovan was also the Governor's representative on the Louisiana Bond Commission, which approved all state and municipal capital construction debt, averaging \$1.5 to \$2 billion annually. Prior to joining the Governor's staff, Mr. Donovan was an Assistant District Attorney and a private practice attorney. Mr. Donovan holds a Juris Doctor from Loyola University Law School and a Bachelor of Arts degree from the University of New Orleans.

OLIN L. KROPOG, Senior Vice President - Sales & Marketing

Mr. Kropog brings more than a decade of IXC and RBOC telecommunications management to the Company. Prior to joining the Company, Mr. Kropog was New Orleans Branch Sales Manager for MCI telecommunications, responsible for all sales, promotions and administrative activities for South Louisiana. Mr. Kropog was responsible for hiring, training and motivating the MCI sales force selling and maintaining voice and data networks within South Louisiana. Prior to joining MCI, he was Director of Sales for BellSouth's Federal Division Group for BellSouth's nine state region, where he was responsible for sales, support and strategic activities for large complex customers. Prior to joining BellSouth, Mr. Kropog was Sales Manager for AT&T Information Systems, responsible for sales and support functions for South Louisiana. Mr. Kropog received an M.B.A. from Loyola University and a Bachelor of Science degree from Southeastern Louisiana University.

American MetroComm

Company Management

RAY T. POWERS, Senior Vice President - Operations & Chief Technology Officer

Mr. Powers brings nearly thirty years of telecommunications and technology management experience to the Company. Prior to joining the Company, Mr. Powers was Vice President - Technology Management of Dade International, Inc., a \$1 billion dollar supplier of high technology healthcare products, where he was responsible for developing, integrating and implementing corporate-wide project management and product development processes and disciplines. Prior to that position, Mr. Powers was employed throughout his career in technical and technology management positions by U.S. West and AT&T. Mr. Powers was Manager of Network Services for U.S. West where he was responsible for switching control center operations, administration and maintenance covering nearly 1,000,000 Central Office stations and several hundred employees. From this position, Mr. Powers was promoted by U.S. West to Director of Technology Management, where he was responsible for managing development, marketing, deployment and sales support of new products. He then was promoted to Senior Director - Corporate Project Management, where he was responsible for supervising cross-functional management of all U.S. West new products, corporate strategic initiatives and major capital projects. Mr. Powers has had extensive involvement with professional project management associations and academic institutions in connection with technology management in the telecommunications field. He holds graduate level certifications in Project Management from the Project Management Institute and the University of Phoenix.

CHARLES W. STEWART, Vice President - Finance

Mr. Stewart has been a practicing Certified Public Accountant for the past nineteen years focusing on the accounting and financial needs of emerging growth companies in a number of different industries, including high technology and telecommunications. Mr. Stewart's experience includes auditing, income tax preparation, and consulting and assisting companies achieve growth through implementation of financial controls and budgeting systems. In addition to joining American MetroComm Corporation, Mr. Stewart is a partner in the CPA firm, Pool Stewart, L.L.C. of which he is a co-founder. Pool Stewart specializes in providing accounting outsourcing services to companies, which includes establishing and maintaining accounting systems, preparation of financial statements and preparation of budgets and financial planning. Mr. Stewart has taken the role of chief financial officer for several companies, which included negotiation loans and workouts with various lending institutions. Prior to starting his own CPA firm in 1989, Mr. Stewart was employed by KPMG Peat Marwick for eleven years. Mr. Stewart holds both a Bachelors of Arts degree in Economics and a Master of Finance degree from Tulane University.

DR. PAUL KELLER, PH.D., Director - Enhance Services

Dr. Keller is a scientist and a nationally known local government leader. He has earned degrees in chemistry, nuclear physics and government management. During his career he has served as a special project director for the US Atomic Energy Commission, a county government president and executive assistant to the governor of Louisiana.

American MetroComm

Company Management

MICHAEL S. BENBOW, Director - Strategic Marketing & Business Development

Mr. Benbow joins American MetroComm Corporation with nearly thirty-two years of broad-based experience in business development and strategic marketing. He has been instrumental in the development and growth of several corporations and has successfully managed a variety of multi-million dollar projects both nationally and internationally. He is the CEO of MS Benbow and Associates, President of The Spectrum Group, President of Omnicron Telecommunications, Member of the Board of Directors and Partner of Computerized Processes Unlimited, Inc., and CEO of Omni Technologies Inc. He holds licenses and is registered as a Professional Mechanical Engineer, Professional Electrical Engineer, and Professional Control Systems Engineer in several states. Additionally, he is a member of the Louisiana Bar Association. Mr. Benbow has a BSME Degree from Purdue University and a Juris Doctor Degree from Loyola University.

PENYA MOSES FIELDS, Associate Counsel Regulatory & Municipal Affairs

Mrs. Fields brings to American MetroComm Corporation a background in corporate accounting, tax and law which was gained prior to her joining the Company. Mrs. Fields served as an accountant for Thorn Company, Inc., specializing in commercial construction accounting. Later, Mrs. Fields was engaged by the Supreme Court of Louisiana to assist in the implementation of Trial Court Performance Standards and Measurement System in the State of Louisiana. Mrs. Fields also worked for the Internal Revenue Service assisting in trial preparation in United States Tax Court. Mrs. Fields is a member of both the Louisiana State Bar Association and the American Bar Association. Mrs. Fields holds a Bachelor of Science degree in Accounting from Grambling State University, a Juris Doctor from Loyola University Law School in New Orleans, Louisiana and a Master of Laws in Taxation from Villanova Law School, which is minutes away from Philadelphia, Pennsylvania.

ANDREA BRYANT, Manager - Sales

Ms. Bryant has spent the past thirteen years working with major long distance carriers in the telecommunications industry. The majority of her career was spent with Sprint Communications. During her twelve years with Sprint, she was responsible for both revenue generation and account management for strategic major accounts located in Louisiana and Mississippi. Ms. Bryant holds a Bachelor of Science degree in Marketing from the University of Southwestern Louisiana.

SEAN MAPLETHORPE, Manager - Sales

Mr. Maplethorpe has spent the past seven years in high technology. Mr. Maplethorpe was the direct sales manager at start-up software developer, Numera Software, in Seattle Washington. He was responsible for developing and implementing inbound and outbound sales strategies, including designing sales model, implementing a telemarketing sales group, and managing direct sales. In New Orleans, Mr. Maplethorpe worked for MCI Telecommunications for two years as an Internet Specialist, working with Internet Service Providers and custom applications. Mr. Maplethorpe holds a Bachelor of Arts degree in Sales & Marketing from the University of Washington in Seattle Washington and presently matriculates at Tulane University seeking a Master of Business Administration.

**COMPETITIVE
GENERAL EXCHANGE CARRIER
SERVICES
OF**

AMERICAN METROUTILITIES CORPORATION/FLORIDA

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of intrastate service and facilities for telecommunications services provided by American MetroUtilities Corporation/Florida within the State of Florida.

Issued: November 17, 1997
Albert I. Donovan
Executive Vice President, Regulatory Affairs
American MetroUtilities Corporation/Florida
1615 Poydras Street, Suite 1050
New Orleans, LA 70112

Effective:

CHECK SHEET

The pages of this tariff, listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE REVISION

Section 1:	1.	Original	*		
	2.	Original	*		
	3.	Original	*		
	4.	Original	*		
	5.	Original	*		
Section 2:	1.	Original	*	25.	Original *
	2.	Original	*	26.	Original *
	3.	Original	*	27.	Original *
	4.	Original	*	28.	Original *
	5.	Original	*	29.	Original *
	6.	Original	*	30.	Original *
	7.	Original	*	31.	Original *
	8.	Original	*	32.	Original *
	9.	Original	*	33.	Original *
	10.	Original	*	34.	Original *
	11.	Original	*	35.	Original *
	12.	Original	*	36.	Original *
	13.	Original	*	37.	Original *
	14.	Original	*		
	15.	Original	*		
	16.	Original	*		
	17.	Original	*		
	18.	Original	*		
	19.	Original	*		
	20.	Original	*		
	21.	Original	*		
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Issued: November 17, 1997
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 Executive Vice President, Regulatory Affairs
 American MetroUtilities Corporation/Florida
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Section 3:	1.	Original	*		
	2.	Original	*		
	3.	Original	*		
Section 4:	1.	Original	*		
	2.	Original	*		
Section 5:	1.	Original	*	13.	Original *
	2.	Original	*	14.	Original *
	3.	Original	*	15.	Original *
	4.	Original	*	16.	Original *
	5.	Original	*	17.	Original *
	6.	Original	*	18.	Original *
	7.	Original	*	19.	Original *
	8.	Original	*	20.	Original *
	9.	Original	*	21.	Original *
	10.	Original	*	22.	Original *
	11.	Original	*	23.	Original *
	12.	Original	*		
Section 6:	1.	Original	*		
	2.	Original	*		
	3.	Original	*		
	4.	Original	*		
	5.	Original	*		
Section 7:	1.	Original	*		
	2.	Original	*		

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Section 8:	1.	Original	*
	2.	Original	*
	3.	Original	*
	4.	Original	*
Section 9:	1.	Original	*
	2.	Original	*
	3.	Original	*
Section 10:	1.	Original	*
	2.	Original	*
Section 11:	1.	Original	*
	2.	Original	*
	3.	Original	*
	4.	Original	*
	5.	Original	*
Section 12:	1.	Original	*
	2.	Original	*
	3.	Original	*
	4.	Original	*

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**Issued: November 17, 1997
Albert I. Donovan
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American MetroUtilities Corporation/Florida
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New Orleans, LA 70112**

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TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
TABLE OF CONTENTS	Preface	7
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF	Preface	11
APPLICATION OF TARIFF	Preface	12
DEFINITIONS	1	1
REGULATIONS	2	
2.1 Undertaking of the Company	2	1
2.2 Prohibited Uses	2	13
2.3 Obligations of the Customer	2	14
2.4 Customer Equipment and Channels	2	18
2.5 Payment Arrangements	2	21
2.6 Allowances for Interruptions in Service	2	28
2.7 Use of Customer's Service by Others	2	33
2.8 Cancellation of Service	2	34
2.9 Transfers and Assignments	2	34
2.10 Notices and Communications	2	35
2.11 Operator Services Rules	2	36
APPLICATION OF RATES	3	
3.1 Introduction	3	1
3.2 Charges Based on Duration of Use	3	1
3.3 Rates Based Upon Distance	3	2

Issued: November 17, 1997
Albert I. Donovan
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1615 Poydras Street, Suite 1050
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TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
SERVICE AREAS	4	
4.1 Exchange Access Service Areas (EASA)	4	1
EXCHANGE ACCESS SERVICE	5	
5.1 General	5	1
5.2 Basic Line Service	5	3
5.3 Reserved for Future Use	5	4
5.4 Reserved for Future Use	5	5
5.5 Reserved for Future Use	5	7
5.6 Basic Trunk Service	5	8
5.7 Basic Digital Trunk Service	5	9
5.8 DID Trunk Service	5	11
5.9 Hunt/Grouping Service	5	11
5.10 Custom Optional Features	5	12
5.11 Custom Business Features	5	15
5.12 ISDN/PRI	5	17
EXCHANGE ACCESS OPTIONAL FEATURES	6	
6.1 Directory Listings	6	1
6.2 Main Number Retention	6	2
6.3 Authorization Codes	6	3
6.4 Vanity Number Service	6	5

Issued: November 17, 1997

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Albert I. Donovan

Executive Vice President, Regulatory Affairs

American MetroUtilities Corporation/Florida

1615 Poydras Street, Suite 1050

New Orleans, LA 70112

	<u>Section</u>	<u>Page</u>
RESOLD LOCAL EXCHANGE SERVICE	7	
7.1 Description	7	1
7.2 Service Area	7	1
7.3 Rates	7	2
LOCAL CALLING SERVICE	8	
8.1 Description	8	1
8.2 Rates	8	4
INTRALATA CALLING SERVICE	9	
9.1 Description	9	1
9.2 Time Periods	9	1
9.3 Rates	9	2
9.4 Reserved for Future Use	9	3
INBOUND DIRECT LOCAL EXCHANGE SERVICE	10	
10.1 Description	10	1
10.2 Pricing	10	2
MISCELLANEOUS SERVICES	11	
11.1 Operator Services	11	1
11.2 Busy Line Verify & Line Interrupt Service	11	3
11.3 Service Implementation	11	5
11.4 Restoration of Service	11	5
SPECIAL ARRANGEMENTS	12	

Issued: November 17, 1997
 Albert I. Donovan
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 New Orleans, LA 70112

Effective:

12.1 Special Construction	12	1
12.2 Individual Case Basis (ICB) Arrangements	12	3
12.3 Temporary Promotional Programs	12	4

Issued: November 17, 1997
Albert I. Donovan
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**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate end-user communications services by American MetroUtilities Corporation/Florida hereinafter referred to as the Company, to customers within the State of FLORIDA.

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DEFINITIONS

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Effective:

DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required before the start of service.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp on: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All Calls feature or change the forwarded to telephone number from a remote location.

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Effective:

DEFINITIONS

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. Attendant may also activate this feature for a station line user.

Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a

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Effective:

Albert I. Donovan

Executive Vice President, Regulatory Affairs

American MetroUtilities Corporation/Florida

1615 Poydras Street, Suite 1050

New Orleans, LA 70112

DEFINITIONS

customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switch-hook flash.

Communication Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLata and interLata use.

Company or AMC/FL: American MetroUtilities Corporation/Florida, the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dial Pulse (or "DP"): The pulse type employed by rotary dialed station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1 Panel: Distribution equipment used to terminate and administer DS1 (1.544 Mbps) circuits.

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Albert I. Donovan
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Effective:

DEFINITIONS

Dual Tone Multi-Frequency (or "DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by AMC/FL and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of any access code rather than dialing the entire number.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgement entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Issued: November 17, 1997

Effective:

Albert I. Donovan

Executive Vice President, Regulatory Affairs

American MetroUtilities Corporation/Florida

1615 Poydras Street, Suite 1050

New Orleans, LA 70112

DEFINITIONS

Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Service Commencement Date: The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

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New Orleans, LA 70112

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Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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American MetroUtilities Corporation/Florida

F.P.S.C. No. 1

Section 2 - Original Title Page

REGULATIONS

Issued: November 17, 1997

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REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of FLORIDA.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

Issued: November 17, 1997

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American MetroUtilities Corporation/Florida

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.2 Shortage of Equipment or Facilities

- A) **The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.**

- B) **The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.**

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American MetroUtilities Corporation/Florida

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Condition

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.**
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.**
- C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extended beyond the termination of the term of the service order shall survive such termination.**
- D) In any action between the parties to enforce any provisions of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.**

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REGULATIONS

2.1 **Undertaking of the Company** (Cont'd)

2.1.3 **Terms and Conditions** (Cont'd)

- E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this tariff, or
 - 2) the Customer is using the service in violation of the law.
- F) This tariff shall be interpreted and governed by the laws of the State of FLORIDA regardless of its choice of laws provision.
- G) Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

Issued: November 17, 1997

Effective:

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New Orleans, LA 70112

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- A) **The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.**

- B) **The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability or rights-of-way or materials; or strikes, lock-outs, work stoppage, or other labor difficulties.**

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company(Cont'd)

- C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.**
- D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.**
- E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.**

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company(Cont'd)

- F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G) The Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H) The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- I) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, OR IMPLIED WHETHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

Issued: November 17, 1997

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

Issued: November 17, 1997

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.**

- F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:**

 - 1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or**
 - 2) the reception of signals by Customer-provided equipment.**

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Effective:

REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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Albert I. Donovan

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American MetroUtilities Corporation/Florida

1615 Poydras Street, Suite 1050

New Orleans, LA 70112

REGULATIONS

2.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Florida Public Service Commission regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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Albert I. Donovan

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American MetroUtilities Corporation/Florida

1615 Poydras Street, Suite 1050

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Effective:

REGULATIONS

2.3 **Obligations of the Customer**

2.3.1 **General**

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

Issued: November 17, 1997
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New Orleans, LA 70112

Effective:

REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.1 General (Cont'd)

- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;**

- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;**

Issued: November 17, 1997

Albert I. Donovan

Executive Vice President, Regulatory Affairs

American MetroUtilities Corporation/Florida

1615 Poydras Street, Suite 1050

New Orleans, LA 70112

Effective:

REGULATIONS

2.3 **Obligations of the Customer** (Cont'd)

2.3.1 **General** (Cont'd)

- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which service is interrupted for such purposes.

Issued: November 17, 1997
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Effective:

REGULATIONS

2.3 Obligations of the Customer (Cont'd)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

- A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent cause by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B) many claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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REGULATIONS

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A) Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

- A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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REGULATIONS

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2.5 Payment Arrangements

2.5.1 Payment for Service and Taxes

- A) The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.**
- B) The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.**

2.5.2 Billing and Collection of Charges

- A) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.**
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.**
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.**

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- D) **Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.**
- E) **If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be a charge of 5% on any unpaid balance not received by the due date.**
- F) **The Customer will be assessed a charge of fifteen dollars (\$15.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.**
- G) **Customers have up to 30 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.**
- H) **If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.**

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REGULATIONS

2.5 **Payment Arrangements (Cont'd)**

2.5.3 **Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.4 Deposits

- A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - 1) two month's charges for a service or facility that has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- D) Deposits held will accrue interest at a rate in accordance with the rules of the Florida Public Service Commission without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service

- A) Upon nonpayment of any amounts owing to the Company by a business Customer, the Company may, by giving prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Discontinuance of Service (Cont'd)

- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.**
- F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in this provision.**
- G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A) or 2.5.5(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).**

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that could have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction arrangements.
- D) The special charges described in 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive credit.

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REGULATIONS

2.6 Allowances for Interruptions in Service (Cont'd)

2.6.1 Credit for Interruptions (Cont'd)

- C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period to Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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REGULATIONS

2.6 **Allowances for Interruptions in Service** (Cont'd)

2.6.1 **Credit for Interruptions** (Cont'd)

C) (Cont'd)

Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

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2.6 Allowances for Interruptions in Service (Cont'd)

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- A) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C) interruptions due to the failure or malfunction of non-Company equipment;
- D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions.
- E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- G) interruption of service due to circumstances or causes beyond the control of Company.

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2.6 Allowances for Interruptions in Service (Cont'd)

2.6.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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REGULATIONS

2.7 Use of Customer's Service by Others

2.7.1 Resale and Sharing

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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REGULATIONS

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then-current term discounted at the prime rate announces in the Wall Street Journal on the third business day following the date of cancellation; minus
- D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

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REGULATIONS

2.10 Notices and Communications

- A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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REGULATIONS

2.11 Operator Services Rules

A) The Company will enforce the following operator service rules.

A provider of intrastate operator-assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;**
- 2) upon request, quote all rates and charges for its services to the end-user accessing its system;**
- 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:**
 - (a) the operator service provider's name and address;**
 - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number;**
 - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and**
 - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.**

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REGULATIONS

2.11 **Operator Services Rules (Cont'd)**

A) (Cont'd)

- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

B) The Company will comply with the following provisions:

- 1) Providers of intrastate operator-assisted communications services shall not take any action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or end-users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

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APPLICATION OF RATES

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APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A) Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded up to the next whole unit.
- B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

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APPLICATION OF RATES

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

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APPLICATION OF RATES

3.3 Rates Based Upon Distance (Cont'd)

B) The airline distance between any two rate centers is determined as follows:

- 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each referenced in Section 3.3 (A).**
- 2) Compute the difference between the "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.**
- 3) Square each difference obtained in step (2) above.**
- 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.**
- 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.**
- 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.**

7) FORMULA =
$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$

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SERVICE AREAS

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SERVICE AREAS

4.1 **Exchange Access Service Areas**

Exchange Access Service Areas (EASA) are provided (pursuant to Section 5.1) in limited geographic areas. Exchange Access Services bearing the following designations are provided in the following areas:

[Table appears on next page]

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MARKET SERVING AREA

CALLING AREA

Florida includes:

Calling areas codes 813, 904, 305, 941, 407,
954, 561, 352

Non Optional Flat Rate Service

AMC/FL Flat Rate Exchange Calling Area
from Entire State of Florida Exchange

Local calling area codes includes:

813, 904, 305, 941, 407, 954, 561, 352
calling areas codes

Non Optional Flat Rate Service

AMC/FL Flat Rate Exchange Calling Area
from Entire State of Florida Exchange

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**F.P.S.C. No. 1
Section 5 - Original Title Page**

EXCHANGE ACCESS SERVICE

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EXCHANGE ACCESS SERVICE

5.1 General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- A) receive calls from other stations on the public switched telecommunications network;
- B) access other services offered by the Company as set forth in this tariff;
- C) access certain interstate and international calling services provided by the Company;
- D) access (at no additional charge) the Company's operators and business office for service related assistance;
- E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

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EXCHANGE ACCESS SERVICE

5.1 **General** (Cont'd)

The following Exchange Access Services are offered:

Basic Local Exchange
Basic Exchange Analog Trunk Service
Basic Exchange Digital Trunk Service
DID Trunk Service
Hunt/Grouping Service
Custom Optional Features
Custom Business Features
ISDN/PRI

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5.2 Basic Exchange Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network. Each Basic Line may be configured into a hunt group with other Company-provided Basic Lines. Each Basic Line is provided with the following standard features which can be deleted at the Customer's option:

Touch Tone

Basic Exchange Line Service is also available with various calling features and options. Customers wishing to purchase single calling features may order those desired from 5.10 below. Non-recurring and monthly recurring rates per Basic Line apply as follows:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Basic Local Exchange Service Residential		
-Each Line	\$50.00	\$36.00
Business		
-Each Line	\$50.00	\$60.00

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5.3 {RESERVED FOR FUTURE USE}

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5.6 **Basic Exchange Trunk Service**

Basic Exchange Trunk Service provides a Customer with a single, voice-grade, analog telephonic communications channel that can be used to place or receive one call at a time. Basic Exchange Analog Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Trunk is provided with touch tone signaling and may be configured into a hunt group with other Company-provided Trunks.

<u>Recurring</u>	<u>Non-Recurring</u>	<u>Monthly</u>
Basic Local Exchange Trunk Service - Per Trunk	\$85.00	\$33.00

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5.7 Basic Exchange Digital Trunk Service

Basic Exchange Digital Trunk Service provides a Customer with a digital connection operating at 1.544 Mbps that is time division multiplexed into 24 individual voice-grade telephonic communications channels, each of which can be used to place or receive one call at a time. Digital Trunks are provided for connection of compatible Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Digital Trunk is provided with dual tone multi-frequency (DTMF) or multi-frequency (MF) signaling, as specified by the Customer. Digital Trunks may be configured into hunt groups with other Company-provided Digital Trunks. The terminal interface for each Digital Trunk Service is a DSX-1 panel.

Basic Trunks may be equipped with Direct Inward Dial (DID) capability and DID number blocks for additional charges, as set forth in Sections 5.8.

The price shown below is based on the number of channels activated on the digital transport facility and upon the distance of the transport facility.

The price shown below is based on the number of channels ordered and includes the price of transport, voice feature activation, Network Access Register charges and similar charges tariffed separately in other tariffs.

Digital PBX Trunk Pricing	Non-Recurring Charge	Recurring Charge
Digital PBX Charge (per TI)	\$200.00	\$185.00
Digital PBX Trunk Charge (per channel)	N/C	\$15.00
Voice Activation Channel Charge	\$6.00	\$6.00
Digital PBX Transport: First 2 miles	\$310.00	\$85.00
Digital PBX Transport: Additional 2 miles	N/C	\$38.00

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5.8 DID Trunk Service

DID service is an optional feature which can be purchased in conjunction with Company-provided Basic Trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Basic Trunks or Digital Trunks in Sections 5.6 and 5.7, respectively.

One DID Additive charge applies for each DID-equipped Basic Trunk or DID-equipped channel on a Digital Trunk. The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group, or DID-equipped channel or channel group.

Non-recurring and monthly recurring rates per DID Trunk, apply as follows:

DID Trunk Service	Non-Recurring Charge	Recurring Charge
Establish trunk group & first block of 20 DID numbers	\$720.00	\$2.80
DID trunk termination (inward/combo)	\$80.00	\$14.00
DTMF pulsing option	N/C	\$5.00

5.9 Hunt/Grouping Service

Hunting Service is a combination of two or more trunks or individual lines connected to the central office so that incoming calls overflow to the next available trunk or line if that trunk or line is busy. The charge for Hunting Service on trunks and lines is in addition to the regular trunk or line rate.

Pricing	Non-Recurring	Recurring
	\$30.00	\$10.25

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5.10 CUSTOM OPTIONAL FEATURES (COF) - Custom Optional Features are available to subscribers of Basic Business Exchange Line on an a la carte basis.

Automatic Callback - allows customer to automatically return the last incoming call (whether the call was answered or missed. If the number being called back is busy Automatic Callback will alert customer with a special ring when the line becomes clear.

Automatic Recall - automatically redials the telephone number of the last outgoing call. If the number being called back is busy Automatic Recall will alert customer with a special ring when the line becomes clear.

Call Block - provides the customer the ability to prevent incoming calls from up to six different telephone numbers.

Call Selector - provides a distinctive ringing pattern to the subscribing customer for up to six N specific telephone numbers.

Call Tracing - enables the customer to initiate an automatic trace of the last call received.

Call Transfer - customer presses the flash hook, receives second dial tone and dials number N existing call is to be transferred to. Customer may hang up immediately or introduce call and then hang up.

Caller ID Name Delivery - displays the name and number of the calling party on a special display telephone or display unit.

Caller ID Number Delivery - displays the number of the calling party on a special display telephone or display unit.

Directory Number Privacy - allows customer to prevent their name and number from appearing on the called party's Caller ID telephone or display unit. Privacy feature must be activated by customer on a call by call basis.

Preferred Call Forwarding - allows the customer to transfer up to six selected numbers to another telephone number.

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5.10 Custom Optional Features (COE) (cont'd)

Pricing:	Residential and Business	
	<u>Non-Recurring</u>	<u>Recurring</u>
Automatic Call Back	\$30.00	\$4.50
Automatic Recall	\$30.00	\$4.50
Call Block	\$30.00	\$4.50
Call Selector	\$30.00	\$4.50
Call Tracing	\$30.00	\$4.50
Call Transfer	\$30.00	\$4.50
Caller ID Name Delivery	\$30.00	\$7.25
Caller ID Number Delivery	\$30.00	\$7.20
Directory Number Privacy	No charge	No charge
Preferred Call Forwarding	\$30.00	\$4.50

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5.11 **Custom Business Features (CBF)**

Description:

Customers can choose from following custom services as additional features that can be added to Basic Business Line Exchange service on an "a la carte" basis.

Call Forwarding Variable - allows subscribers to redirect all incoming calls to another telephone number. The service uses a courtesy call so the customer can notify the party at the "forward to number" that calls are going to be redirected to their number.

Call Forwarding Busy Line - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customer's line is busy.

Call Forwarding Don't Answer - automatically redirects incoming calls to a pre-designated telephone number or to a voice mail (FirstLine) service when the customer's telephone is not answered within a specified amount of time.

Remote Activation of Call Forwarding - allows the customer to activate or deactivate Call Forwarding Variable from a telephone other than the one to which the service is assigned.

Remote Call Forwarding - automatically redirects all incoming calls to a customer's number to a pre-designated number.

Call Waiting Terminating - alerts the customer to an incoming call while the line is in use. The service signals the customer with two separate tones or tone patterns. The customer is able to place the first party on hold while he/she takes the second call. The customer can switch back and forth between the two parties by flashing the switch hook.

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5.11 Custom Business Features (CBF) (cont'd)

Cancel Call Waiting - allows the customer to cancel the Call waiting feature on a call by call basis. This can be done before the customer places a call or during a conversation (if the customer also subscribes to Three Way Calling).

Three Way Conference Calling - allows customers to have a conference call with two other parties at different numbers. With this service the customer can initiate calls to both parties or add another party to an established call.

Speed Calling 30 - allows the subscriber to assign 1 or 2 digit dial codes for telephone number and/or access codes. Up to 30 codes can be assigned.

<u>Price</u>	<u>Non-Recurring</u>	
Each CBF Residential and Business:	\$25.00	
	<u>Recurring</u>	
	<u>Residential</u>	<u>Business</u>
Call Forwarding Variable	\$ 3.50	\$ 4.50
Call Forwarding Busy Line	\$ 1.25	\$ 3.50
Call Forwarding Don't Answer	\$ 1.25	\$ 3.50
Remote Activation of CFV	\$ 7.00	\$ 7.00
Remote Call Forwarding	\$18.00	\$18.00
Call Waiting Terminating	\$ 3.50	\$ 4.50
Three Way Conference Calling	\$ 3.50	\$ 4.50
Speed Calling 30	\$ 4.00	\$ 5.00

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5.12 ISDN/PRI

5.12.1 Description of Service

ISDN PRI service provides a method of access to the telephone network called Primary Rate Interface (PRI). Primary Rate Interface is an ISDN based, DSI access link to the telecommunications network and provides integration of multiple voice and data transmission channels on the same line. The basic channel structure for PRI is twenty three (23) 64 Kbps bearer channels (B channels) and one (1) 64 Kbps data channel (D channel). These B channels may be used to connect the customer's CPE to the Public Circuit Switched Network (e.g. outward, inward and two way trunks, and WATS/800 Service access lines).

ISDN PRI service is a service for the transmission of digital signals only.

Clear Channel Capability and Extended Superframe Format are inherent to the service. Customer Premise Equipment (CPE) that is compatible with the ISDN PRI service interface is the responsibility of the user for provisioning. AMC/FL shall not be responsible if changes in any of the equipment, operations or procedures of AMC/FL utilized in the provision of ISDN PRI service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance. Digital transmission rates at speeds less than those indicated may be accomplished as a function of the particular CPE furnished by the user. Suspension of service is not allowed. Individual Case Basis pricing will be available for on-network customers or for customers agreeing to term plans. Busy line verification and Emergency Interrupt Service is not available for ISDN PRI services.

Telephone numbers transmitted via the Incoming Call Identification feature are intended solely for the use of the ISDN PRI service subscriber. Resale of this information is prohibited by this Tariff except the callers' numbers may be provided to the subscriber's client for those calls sponsored or provided by that client's identity is disclosed to the caller and the client agrees not to distribute such information to others.

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (Cont'd)

5.12.1 Description of Service (Cont'd)

Non-facility Associated Signaling (NFAS) provides the capability to serve multiple DSI's over a single D channel (NB+D). This feature can be ordered where switch capabilities exist as stipulated in the vendor technical documentation. When NFAS is selected, the customer will order one ISDN PRI service arrangement with 23 B channels and 1 D channel. Additional ISDN PRI service arrangements are ordered with 24 B channels. The D channel activated on the initial arrangement serves the additional ISDN PRI service arrangements. Up to 19 ISDN PRI configured at 24B+0D may be ordered in conjunction with one 23B+D ISDN PRI. If the customer desires, he/she may also request a back-up D channel with the NFAS option. It is recommended that additional D channels be provisioned in separate DSI arrangements.

5.12.1.1 Application of Rates

ISDN PRI service lines furnished between a Serving Wire Center and the customer's premises will be charged at rates based on the first two miles and each additional two miles for the airline distance measured between the customer's premises and the customer's Serving Wire Center. ISDN PRI service rates under any Term Payment Plan are exempt from AMC/FL initiated changes for the payment period selected. Rates in effect at the time service is installed and/or of the service order application date will be applicable until the contract expires. At the expiration date

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5.12 ISDN/PRI (Cont'd)

5.12.1. Description of Service (Cont'd)

Applications of Rates (Cont'd)

of the customer's payment period option, the customer may select a new payment period at current rates or revert to current rates on a month-to-month basis. ISDN features are priced at a per-channel rate unless otherwise specified.

5.12.1.2 Service Components

The customer may choose any number of channels, up to 23 per Primary Rate Interface, to be active with a corresponding number of services (e.g. inward/outward trunks, WATS Lines, 800 Service) selected. The customer may also choose to have more services selected than channels available for specific applications.

The total number of communication paths may not exceed the number of channels described.

The required components of ISDN PRI service will be as follows:

Digital Loop Channels

Primary Rate Interface

Primary Rate B Channels

Call-by-Call/Integrated Service Access Feature Capability

Network Access and Usage Charges where applicable.

Digital Loop Channels - Provides a four-wire access loop from the customer premises to the serving wire center. The transmission characteristics of this loop support Clear Channel Capability and Extended Superframe and Extended Superframe Format (ESF).

Interoffice Channels - Provides for the transmission facilities between AMC/FL servicing wire centers with a LATA.

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (Cont'd)

5.12.1.2 Service Components (Cont'd)

Primary Rate Interface - Provides multiplexing to support up to twenty-three (23) B channels at 64 Kbps and one D channel also at 64 Kbps. When Non-Facility Associated Signaling (NFAS) is ordered, the PRI service can provide up to twenty-four (24) B channels at 64 Kbps.

5.12.1.2 Service Components (Cont'd)

Primary Rate B Channels - Provides circuit switched service that will allow either voice or data transmission at up to 64 Kbps. Monthly rates for Primary Rate B Channels will be flat rate billing for all use of local exchange network. Voice calls may be completed to both ISDN and non-ISDN lines. Data transmission on the B channel will be circuit switched at 64 Kbps within the switch and between ISDN compatible-central offices. ISDN interconnection to non-ISDN-equipped central offices may be potentially subjected to analog transmission or sub-rated at 56 Kbps.

Call-by-Call/Integrated Service Access Feature Capability - Allows the customers to dynamically allocate the channels of the ISDN PRI service. The customer may also choose voice or data transmission on a per-call basis. In addition, the customer may choose to subscribe to more services than channels and dynamically change the services in use.

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EXCHANGE ACCESS SERVICE

5.12 ISDN/PRI (Cont'd)

Pricing

Element	Install	Recurring
Transport		
Digital Loop Channel (first 2 miles)	\$310.00	\$85.00
Additional 2 miles	n/c	\$38.00
Primary Rate Interface		
PRI B Channels (per channel)	\$7.00	\$7.00
PRI Service (per DSI)	\$250.00	\$320.00
Call-by-Call Service (per DSI)	\$110.00	\$12.00
DID Service		
DID Trunk Termination (inward)	\$80.00	\$14.50
DID Trunk Termination (combo)	\$80.00	\$14.50
First Block 20 DID Numbers	\$250.00	\$3.25
Additional Block 20 DID Numbers	n/c	\$3.25
Pulsing DTMF	n/c	\$5.00
Pulsing MF	n/c	\$5.50
Service Establishment Charge	\$0.00-\$750.00	\$0.00

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5.12 ISDN/PRI (Cont'd)

5.12.2 Termination Liability

A Termination Liability charge is applicable at the date of termination. The applicable charge is dependent on the contract period subscribed to and will be equal to the number of months remaining in the contract times the monthly rate provided under the contract. Federal, state and local taxes and surcharges will be levied at existing tariff rates.

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EXCHANGE ACCESS OPTIONAL FEATURES

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EXCHANGE ACCESS OPTIONAL FEATURES

6.1 **Directory Listings**

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	N/A	\$n/c
Non List/Non Publish	N/A	\$1.65

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EXCHANGE ACCESS OPTIONAL FEATURES**6.2 Main Number Retention**

Main Number Retention is an optional feature by which a new Customer, who was formally a customer of another certificated local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Access Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

Monthly recurring and non-recurring charges apply per retain number. Rates for retained numbers may vary from area to area.

Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per retained number	No Charge	No Charge
Per retained Vanity number	\$13.50	\$3.25

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EXCHANGE ACCESS OPTIONAL FEATURES

6.3 Authorization Codes

This option restricts calls from being made unless the correct authorization code is entered. Only customer specified codes will be accepted. The customer then may use these codes to track calling for cost analysis and bill-back purposes. Two options are available

Provisioning Considerations:

Option A: Local calling only/no operated calls/No information services, restricts the following:

Operator 0+
Operator 0-
DDD 1+
1 + 900
1 + 976
976
IDDD 011+
1+555-1212
1+NPA-555-1212

Option B: No operator-assisted calls and information services, restricts the following:

Operator O +
Operator O -
1 + 900
1 + 976
976
1 + 555 - 1212
1 + NPA-555-1212

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6.3 Authorization Codes (Cont'd)

Pricing:

Non-Recurring

Authorization Codes

Option A	Business Line, ea.	\$8.00
Option A	PBX Trunk, ea.	\$8.00
Option B	Business Line, ea.	\$8.00
Option B	PBX Trunk, ea.	\$8.00

Monthly Recurring

Authorization Codes

Option A	Business Line, ea.	\$3.50
Option A	PBX Trunk, ea.	\$3.50
Option B	Business Line, ea.	\$3.50
Option B	PBX Trunk, ea.	\$3.50

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EXCHANGE ACCESS OPTIONAL FEATURES**6.4 Vanity Number Service**

Vanity Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with the Company provided Exchange Access Services. This service provides for the assignment of a customer requested telephone number other than the next available number from the assignment control list.

Vanity Number Service is furnished subject to the availability of facilities and the requirements of Exchange Access Service as defined by the Company. The Company reserves all rights to the Vanity Numbers assigned to customers and may, therefore, change them if required.

Monthly recurring charges apply per Vanity number.

Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Per Vanity Number	\$10.00	n/c

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RESOLD LOCAL EXCHANGE SERVICE

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RESOLD LOCAL EXCHANGE SERVICE

7.1 **Description**

Resold Local Exchange Service is composed of the resale of exchange access lines and local Calling provided by other certificated Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate-international services.

7.2 **Service Area**

American MetroUtilities Corporation/Florida will provide resold local service through existing facilities of the incumbent provider throughout the State of Florida.

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7.3 Rates

The following rates apply for Resold Local Exchange Services:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Resold Basic Lines		
<u>Residential</u>	\$50.00	\$36.00
<u>Business</u>	\$50.00	\$60.00
Resold Basic Trunks	\$85.00	\$33.00

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**F.P.S.C. No. 1
Section 8 - Original Title Page**

LOCAL CALLING SERVICE

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LOCAL CALLING SERVICE

8.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network¹ bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

8.1.1 Basic Local Exchange Service -

This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the customer's Basic Local Calling Area.² All calls to destinations outside the Basic Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

[Table appears on next page]

¹ Except calls to other telephone companies' caller paid information service (e.g. NPA 900 NXX 976, etc.) Calls to other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

² As specified in BellSouth Telecommunications, Inc., General Subscriber Service Tariff, Local Calling Area Exchanges, in effect and as amended from time-to-time.

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MARKET SERVING AREA

CALLING AREA

Florida includes:

Local calling area codes includes:

813, 904, 305, 941, 407, 954, 561, 352 area codes
Non Optional Flat Rate Service

813, 904, 305, 941, 407, 954, 561, 352 area codes
Non Optional Flat Rate Service

AMC/FL Flat Rate Exchange Calling Area Codes
from Entire State of Florida Exchange

AMC/FL Flat Rate Exchange Calling Area Codes
From Entire State of Florida Exchange

- 8.1.2 Expanded Local Exchange Service – This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Customer’s Basic Local Calling Area. Additional calls to the Basic Local Calling Area will be charged as specified in Section 8.2.1(A) following. All calls to the Expanded Local Calling Area³ will be charged a per-call setup and per-minute access charge as specified in Section 8.2.1(B) following. All calls to destinations outside the Expanded Local Calling Area but within the same state and LATA will be charged the IntraLATA rates as specified in Section 9.3 following.

³ As specified in BellSouth’s tariff in effect and as amended from time-to-time.

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LOCAL CALLING SERVICE

8.1.2 Expanded Local Exchange Service (Cont'd)

(A) Time Periods

Day and Night/Weekend rates apply as follows:

	<u>Rates</u>	<u>From</u>	<u>To (but not including)</u>	<u>Days Applicable</u>
PEAK:	Day	9:00 a.m.	9:00 p.m.	Mon. – Fri.

OFF-PEAK: Night/Weekend All other days, times and holidays.

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

8.1.3 Discount Rate

The Customer will receive a forty percent (40) percent discount rate for usage during that period of time which qualifies as an Off-Peak period as defined in section 8.1.2.

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LOCAL CALLING SERVICE

8.2 Rates

The rates set forth in this section apply to all direct-dialed local calls. For operator-assisted local calls, the operator charges listed in Section 10.1.3 apply in addition to the charges listed below.

8.2.1 Usage Charges – Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

(A) Monthly Message Allowance

Type of Service	Basic Calling Area	Extended Calling Area
Basic Local Exchange Service	\$7.50	N/A
Expanded Local Exchange Service	N/A	N/A

Additional message charge of \$0.10 for each message over monthly allowance.

(B) Expanded Calling Area – The following usage charges apply to points in the Customer’s Expanded Calling Area.

Mileage	PEAK	
	Initial	Additional
0-10	\$09	\$02
11-22	\$09	\$02
23-55	\$09	\$02

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LATA-WIDE LOCAL CALLING SERVICE

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LATA-WIDE LOCAL CALLING SERVICE

9.1 **Description**

LATA-Wide local calling service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Basic Calling Area but within the same state and LATA.

9.2 **Time Periods**

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply. Discounts apply equally and automatically to total charges for all messages with fractional amounts rounded to the nearest higher cent. Discounts do not apply to Customer dialed calling card, other station or person charges. Additionally, time of day discount apply in the following manner:

- Full Rate: Monday through Friday, 7:00 a.m. - 6 p.m.
- Discount Rate of 40% off Full Rate: Monday through Friday, 6 p.m. - 7 a.m.
Weekends and Holidays

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

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LATA-WIDE LOCAL CALLING RATES

9.3 Rates

Florida
LATA-Wide Local Calling Rates

Rate Mileage	Initial 30 Seconds	Each Additional 6 Seconds
0-10	\$0.050	\$0.008
10-16	\$0.080	\$0.014
Over 16	\$0.100	\$0.017

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9.3 Rates (cont'd)

Note:

Chargeable time begins when a connection is established between the caller and the called telephone, mobile phone or PBX and ends when the calling station hangs up or when the network connection is released, whichever is later. Collect calls are permissible for outbound and inbound intraLATA toll calls.

Please note the following rating requirements:

The initial period for telephone connections is 30 seconds, or any fraction thereof. A minimum call duration is 30 seconds. Additional periods are rated in one-tenth minute increments, or any fraction thereof.

Discounts apply equally and automatically to total charges for all messages with fractional amounts rounded to the nearest higher cent. Discounts do not apply to Customer dialed calling card, other station or person charges. Additionally, time of day discount apply in the following manner:

Full Rate: Monday through Friday, 7:00 a.m. - 6:00 p.m.

Discount Rate of 40% off Full Rate: 6:00 p.m.- 7:00 a.m.

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INBOUND DIRECT LOCAL EXCHANGE SERVICE

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INBOUND DIRECT LOCAL EXCHANGE SERVICE

10.1 Product and Pricing

10.1 Inbound Direct Local Exchange Service

Inbound Direct Local Exchange Service ("Inbound Direct") provides basic local exchange customers with a single, voice grade analog channel which can be used to receive one call at a time only. All outbound calls will be blocked at the switch level. Inbound Direct may not be used for outbound service or to serve as a customer's primary service line. A minimum order of 10 lines must be purchased.

The Inbound Direct product will be configured provisioned and priced with the hunting feature included. The hunt feature automatically forwards incoming calls to available lines according to a preprogrammed sequence. With the Inbound Direct line, the lines will be placed in a circular hunt group so all lines will be hunted. Each line, including the last line, will include hunting.

Inbound Direct service applications may include remote database access, data transmission/reception, and inbound customer service. Basic exchange lines are provided with Inbound Direct to connect to customer provided modem or other data communication device for connection to the public switched telephone network.

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10.2 Pricing

	AMC/FL	
Inbound Direct (inbound only line + hunting)	Recurring	Non-recurring
Florida	\$ 36.00	\$50.00

10.2.1 On-Network Pricing Discount

For customers with facilities residing on the AMC/FL network, discounts of 5% to 25% may be available, on an individual case basis.

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MISCELLANEOUS SERVICES

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MISCELLANEOUS SERVICES

11.1 Operator Services

11.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customer and Users of exchange access lines.

11.1.2 Definitions

Person to Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company Operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Billed to Non-Proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

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MISCELLANEOUS SERVICES

11.1 Operator Services (Cont'd)

11.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted calls are the same as those set forth in Sections 8 and 9, preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified in Section 11.2.3 and Section 11.1.3 will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

Rates	AMC/FL
Station to Station	\$1.00/call
Calling Card	\$1.50/call
3rd Number Billing	\$1.50/call
Collect Calls	\$1.50/call
Person to Person	\$2.50/call

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MISCELLANEOUS SERVICES

11.2 Busy Line Verify and Line Interrupt Service

11.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- A) The operator will determine if the line is clear or in use and report to the calling party.
- B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

11.2.2 Regulations

- A) A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

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MISCELLANEOUS SERVICES

11.2 Busy Line Verify and Line Interrupt Service (Cont'd)

11.2.2 Regulations (Cont'd)

- B) No charge will apply:**
 - 1) When the calling party advises that the call is to or from an official public emergency agency.**
 - 2) Under Conditions other than those specified in 11.2.2(A) preceding.**
- C) Business Verification and Interrupt Service is furnished where and to the extent that facilities permit.**
- D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.**

11.2.3 Rates

Busy Line Verify Service (each request)	\$1.00
Busy Line Verify and Busy Line Interrupt Service (each request)	\$1.25

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MISCELLANEOUS SERVICES

11.3 Service Implementation

Absent a promotional offering, service implementation charges will apply to orders to change existing service.

Non-Recurring per service order \$25.00

11.4 Restoration of Service

A restoration charge applies to the re-establishment of service and facilities suspended because of nonpayment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

Non-Recurring per occasion \$36.00

Charge per telephone number restored \$ n/c

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SPECIAL ARRANGEMENTS

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SPECIAL ARRANGEMENTS

12.1 Special Construction

12.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A) non-recurring type charges;
- B) recurring type charges;
- C) termination liabilities; or
- D) combinations thereof.

12.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A) The termination liability period is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts for:

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SPECIAL ARRANGEMENTS

12.1 Special Construction (Cont'd)

12.1.2 Termination Liability (Cont'd)

(B) (Cont'd)

- 1) Cost installed of the facility provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision
 - (c) transportation, and
 - (d) rights-of-way;
- 2) license preparation, processing, and related fees;
- 3) tariff preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.

- C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 13.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in section 13.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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SPECIAL ARRANGEMENTS

12.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

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SPECIAL ARRANGEMENTS

12.3 **Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customer.

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FLORIDA PUBLIC SERVICE COMMISSION
CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-085

APPLICATION FORM
for DEPOSIT DATE
D 6 5 7 NOV 18 1997

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

INSTRUCTIONS

1. This form is used for an original application for a certificate and approval of sale, assignment or transfer of an existing alternative local exchange certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee.
2. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
3. Use a separate sheet for each answer which will not fit the allotted space.
4. If you have any questions about completing the form, contact:

Florida Public Service Commission
Division of Communications, Certification & Compliance Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0866
(904) 413-6600

5. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250 made payable to the Florida Public Service Commission at the above address.



AMERICAN METROCOMM CORPORATION
PH. 504-598-9000
1615 POYDRAS ST. STE. 1050
NEW ORLEANS, LA 70112

1144

84-387/654

PAY TO THE ORDER OF

Florida Public Service Commission

DATE 11/14/97

\$ 250.00

Two hundred fifty + 00/100

DOLLARS

DEPOSIT GUARANTY NATIONAL BANK
of Louisiana
PO Box 8527 • Metairie, LA 70011

TWO SIGNATURES REQUIRED OVER \$5,000.00

Alfred...

DOCUMENT NUMBER DATE

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