

FLORIDA PUBLIC SERVICE COMMISSION 22 CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD CAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

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APPLICATION FORM

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for

AUTHORITY TO PROVIDE (ALEC) 6 & ALTERNATIVE LOCAL EXCHANGE SERVICE WITHIN THE STATE OF FLORIDA

#### **INSTRUCTIONS**

- This form is used for an original application for a certificate and for 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 transferse.
- Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- + Use a separate sheet for each answer which will not fit the allotted space.
- If you have questions about completing the form, contact:

Fiorida Public Service Commission Division of Communications Certification & Compliance Section 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0868 (850) 413-6600

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

PORM PSC/CMU 8 (11/05)
Required by Chapter 364,227 F.S.

DOCUMENT NUMBER -DATE

23 8 JUL 23 8

1	h	is i	is an application for √ (check one):
(	X	)	Original authority (new company)
(		)	Approval of transfer (to another certificated company) <u>Example</u> , a certificated company purchases an existing company and desires to retain the original certificate authority.
•		)	Approval of assignment of existing certificate (to a noncertificated company)  Example, a non-certificated company purchases an existing company and decires 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.
	la	m	of applicant:
-		Pij	blic Telephone Network
•	la	me	under which the applicant will do business (d/b/s):
-	25	an	ne
H		app	olicable, please provide proof of fictitious name (d/b/a) registration.
			Fictitious name registration number:N/A

· <del>······</del>	No
	rated, please provide proof from the Florida Secretary of State to has authority to operate in Florida.
Co	prporate charter number: K61720
acsimile and if dif	rovide the name, title, address, telephone number, internet address number for the person serving as ongoing italison with the Commiserent, the liaison responsible for this application.
	eth Beeves President
<b>.6</b> 0	15 N.W. 7th Avenue
Mi	ami, Florida 33137
Dh.	one No. 305-754-1940
P11	

company and desires to retain the original certific authority.  ( ) Approval of assignment of existing certificate (to a noncertificated company)  Example, a non-certificated company purchases an exist company and desires to retain the certificate of authorather than apply for a new certificate.  ( ) Approval for transfer of control (to another certificated company Example, a company purchases 51% of a certificate.	This	is an application for √ (check one):
Example, a certificated company purchases an exist company and desires to retain the original certific authority.  () Approval of assignment of existing certificate (to a noncertificated company)  Example, a non-certificated company purchases an exist company and desires to retain the certificate of authoristher than apply for a new certificate.  () Approval for transfer of control (to another certificated company Example, a company purchases 51% of a certificate company. The Commission must approve the new control entity.  Name of applicant:  Public Telephone Netvork  Name under which the applicant will do business (d/b/s):	(x )	Original authority (new company)
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Example, a company purchases 51% of a certifical company. The Commission must approve the new control entity.  Name of applicant:  Public Telephone Network  Name under which the applicant will do business (d/b/s):	( )	(to a noncertificated company) <u>Example</u> , a non-certificated company purchases an existing company and desires to retain the certificate of authority
Name under which the applicant will do business (d/b/a):	( )	Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling
Name under which the applicant will do business (d/b/s):	Name	of applicant:
	Pi	hlic Telephone Network
Same	Name	under which the applicant will do business (d/b/a):
	Sam	ne .
If applicable, please provide proof of fictitious name (d/b/a) registration	If apo	blicable, please provide proof of fictitious name (d/b/s) registration.
Fictitious name registration number:N/A		

National mailing address including street name, number, post officity, state, zip code, and phone number.										
6015 N.W. 7th Av	enue									
Miami, Florida	33137									
305-754-1940										
Florida mailing address box, city, state, zip co	e including street name, number, post office de, and phone number.									
ame										
re of organization: √ (	Check appropriate box(s)									
	(x ) Corporation									
eneral Partnership	( ) Foreign Partnership ( ) Limited Partnership									
int Venture	( ) Other, Please explain									
d address of each leg	artnership, or joint venture, please give name, al entity.									
	Piorida mailing address box, city, state, zip continued comparation:   dividual preign Corporation eneral Partnership int Venture cant is an individual, partnership int venture cant is an individual.									

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	rated, please provide proof from the Florida Secretary of State to has authority to operate in Florida.
0-	rporate charter number: K61720
Co	portion distribution.
Please pr laceimile ( and if diff	ovide the name, tile, address, telephone number, internet address number for the person serving as ongoing lisison with the Commercent, the lisison responsible for this application.
Please pr laceimile ( and if diff	ovide the name, title, address, telephone number, internet address number for the person serving as ongoing lisison with the Commercent, the lisison responsible for this application.
Please protection in the control of	ovide the name, title, address, telephone number, internet address number for the person serving as ongoing lisison with the Commercent, the lisison responsible for this application.  President
Please principal distribution of the control of the	ovide the name, tile, address, telephone number, internet address number for the person serving as engoing lision with the Commercent, the lision responsible for this application.  President  15 N.W. 7th Avenue

	Has the applicant been denied certification in any other state? If so, please list the state and reason for denial.
,	No
	Have penalties been imposed against the applicant in any other state? If so, please list the state and reason for penalty.
	No
	Please indicate how a customer can file a service complaint with your company.
,	Contact Newell Daughtrey. at the address, telephone
	and/or fax numbers listed in item 10 above.
	Please complete and file a price list in accordance with Commission Rule 25- 24.825.(Rule attached)
;	
;	24.825.(Rule attached) Please provide all available documentation demonstrating that the applicant has
;	24.825.(Rule attached) Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

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

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

- 1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
- 2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
- 3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.
  - MOTE: This documentation may include, but is not limited to financial statements, a projected profit and loss statement, credit references, credit burses 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.
- C. Technical capability.

(If you will be providing local intra-exchange switched telecommunications service, then state how you will provide access to 911 emergency service. If the nature of the emergency 911 service access and funding mechanism is not equivalent to that provided by the local exchange companies in the areas to be served, described in detail the difference.)

## **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 \$37.06, Florida Statutes, "Whoever knowingly makes a false estatement in writing with the intent to mislead a public servent in the performance of his official duty shall be guilty of a misdemeaner of the second degree, punishable as provided in a. 778.082 and a. 778.082".

Official:

Signature

Date

Title:

1 President

1015 N.W. 7th Ayanus

Hiami. FL. 33f27

PORM POCICALUS (1400) Regulated by Chapter 364,337 F.S.

# Public Telephone Network, Inc. d/b/a/ Pubtel

## **Opening Balance Sheet**

### Assets

Cash \$ 23,000

Equipment 50,000

(Computers, Cables and Phones)

Furniture and Fixtures 25,000

Leasehold Improvements \_\_\_52,000

Total \$157.000

## Liabilities and Stockholders Equity

Stockholders \$157,000

Total \$157.000

# Public Telephone Network, Inc. d/b/a/ Pubtel

# Income Projections Year One

Sales \$8,000,000

Cost of Sales and Expenses 7,200,000

Net Profit \$ 800.000





TO: Barnett Bank of Missai

Bank —	RECHAL FINANCIAL STATEMEN
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Please read the following directions before completing this Personal Pleasest Statement. Attach additional sheets if necessary.

- Complete all sections, except Section 2, if you are applying for credit in your own name and are relying solely on your own income or secole for repayment.
- If this personal financial statement relates to your individual guaranty of the indebtedness of another person(a), firm(e), or corporation(e), complete all sections except Section 2.
- 3. If you are applying for joint credit or will jointly guerantly indebtedness with another person, provide information about the joint applicant in Section 2.
- 4. If you are relying on income from silmeny, child support, or separate maintenance or on the income or assets of another person as a basis for repayment of the credit requested, provide information about the person on whose alimeny, support or maintenance payments, income or assets you are relying in Section 2.

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Section 1 - Individual April 9 and 6 miles			100	4.14
Rachel J. Regyes		MARKET SERVICES		
2082 N.R. 120th Road		Personal Account		
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Assets	Dollars	Jr	LiebWiles	Dollars	Jr.
Cash and Short-term Investments Schedule A)	65,000		Loans from Banks - Unsecured		
Stocks & Bonds (readily markstable) (Schedule B)			Loans from Banks - Secured		
Unlisted Securities (Schedule C)	3,439,500		Loans from Others		
Accounts & Loans Receivable			Credit Card Balances		
Cash Surrender Value-Life Insurance (Schedule D)	5,000		Taxes Payable		
Retirement Accounts			Loans Against Life Insurance (Schedule D)		
Personal Property	100,000		Mortgages & Obligations Due (Schedule E.S.5)	197,000	
Automobiles	1		Notes & Accounts Payable (Schedule G)		
Real Estate-Personal Residences (Schedule E)	1,425,000		Other Liabilities (Liet):		L
Real Estate-investments (Schedule F)	2,610,000				
Other Assets (Liet)					
			•		
TOTAL ASSETS	7,644,500		TOTAL LIABILITIES	197,000	
			NET WORTH (Total Assets minus Total Liabilities)	7,447,500	

Section 1 - Income Istate ment					
Annual Income	Applicant	Co-Applicant	Annual Expenses ~ CHE !!!	Applicant	Co-Applicant
Salary	90,000		Home-Mortance (Principal divinterest)	0	
Bonus & Commissions	135.000		Logn Permente (Including other RVE)	27,000	
Interest & Dividends	50,000		Income Tex (Federal & State)	20,000	
Alimony, Separate Maintenance,			Planned or Regulared Investments/		
Child Support**			Partnership Contributions		1
Capital Gains			General Uving Expenses	30,000	
Rental Income			Medical Expenses		
Partnership income		T	Tultion		
Other Income (Itemize):			Other Expenses (Namize):		
	:		<u> </u>		<u> </u>
TOTAL INCOME	\$275,000		TOTAL EXPENSES	877,000	8

Section a Confingratic diliberation and the Ada applying	1		ploant	1	Co-Applicant		
	Yes	No	Amount	Yes	No	Amount	
As endorser or guarantor on notes, lesses, contracts or tax liabilities?							
Are there outstanding letters of credit or surety bonds?				$\Gamma$			
Are there suits or legal actions pending or judgements outstanding?							
Are any tax obligations past due?	Ι						
Other contingencies on parinerships, corporations, etc.?	$\Gamma$						
TOTAL	Τ		<b>8</b> 0			8	

Please check if jointly held. Income from allmony, sepa-for repaying this obligation. e maintenance, andfor child support need not be revealed if the applicant or co-applicant does not wish to have it considered as a be CONFIDENTIAL

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TO: Barnett Bank of \_\_Kland

Financial Condition as of December 26, 19 97

Please rend the following directions before completing this Personal Financial Statement. Attach additional sheets if necessary.

- Complete all sections, except Section 2, if you are applying for credit in your own name and are relying solely on your own income or assets for repayment.
- 2. If this personal financial statement relates to your individual guaranty of the indebtedness of another person(s), firm(s), or corporation(s), complete all sections except Section 2.
- 3. If you are applying for joint credit or will jointly guerantly indebtedness with another, pessen, provide information about the joint, applicant in Section 2.
- 4. If you are relying on income from allmony, child support, or separate maintenance or on the income or assets of another person as a basis for repayment of the credit requested, provide information about the person on whose allmony, support or maintenance payments, income or assets you are relying in Section 2.

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Section 3 - Butance Steel (Attention and Jacob	For Early Contract	r .			
Assets	Dollars	Jr.	Liabilities	Dellars'	1
Cash and Short-term investments Schedule A)	45,000		Loans from Banks - Unsecured		
Stocks & Bonds (readily marketable) (Schedule S) »	37.1	97iv	disposition flactor description of the party of the	* = 40000	٠,
Uniteted Securities (Schedule C)	1,723,000			7 pr. 1911 - 1	
Accounts & Loans Receivable	1,004,000		Credit Card Balances	'We' . I	
Cash Surrender Value-Life Insurance (Schedule D)	290,000		Taxes Payable		$\Gamma$
Refirement Accounts	I		Loans Against-Life Insurance (Schedule-D)-		
Personal Property	50,000		Mortgages & Obligations Due (Schedule E & F)		- :
Automobiles	24,000	- 1	Motor Laborate State (School 140)	- and or the Language party party	
Real Estate-Personal Residences (Behedule E)	1,490,000		Char this line with	M	-
Real Selete-investments (Schedule F)	1,860,000		A STATE OF S	*1,17,	
Other Assets (List) Miland Times	50,000				
Evergreen Cometery	20,000				
· · · · · · · · · · · · · · · · · · ·					
TOTAL ASSETS	6,496,000		TOTAL LIABILITIES	-0-	
			MST WOOTH (Total Access mirus Total LiebBlos)	404 000	

Annual Income	¹^ Applicant	'On-Applicant'	Armid Business Provided British	7 Applicant #	Codposert
Spiery (Social Sec.)	18,000		Home Montrage (Principal & Internal)		•
Bonus & Commissions	100,000		Loan Payments (Instituting other R/E)		
Interest & Dividends	50,000		Income Tax (Federal 4-State)	5,000	
Allmony, Separate Maintenance,			Planned or Begulard (myselments)		
Child Support**	<u> </u>		Partnership Contributions	<u> </u>	
Capital Gains			General Living Expenses	90,000	
Rental Income	20,000		Medical Expenses	5,000	
Pertnership income			Tutton	1 1111	ं ८,७७००
Other Income (Itemize):		i i	Other Expenses (Netrice):		•
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TOTAL INCOME		\$	TOTAL EXPENSES		8 1111111

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As endorser or guerantor on notes, leases, contracts or tax liabilities?	rement of		Light	.015	~ *
Are there outstanding letters of credit or surety bonds?	The said of the said of the	APC 4	SAMPE IN WILL	alju :	1 The garage
Are there suits or legal actions pending or judgements outstanding?	The sales of		American American	2.6	See Franch
Are any tax obligations past due?	Little of the Parket Parket	4- 1-9	ian ami i za		gw + g +
Other contingencies on partnerships, corporations, etc.?		74 / Feb.	Seedly to A is in	7	A "0.2ph
	"TOTAL"	"(J.)	. \$ 1.A100		\$100 00

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<sup>\*\*</sup> Income from allmony, separate maintenance, and/or child support need not be revealed if the applicant of the applicant of the spiritual of

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	PUBLIC	TELEPHONE	METWORK,	INC.
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Florida Price List. No. 1 Original Sheet 1

#### TITLE SHEET

#### FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, Service standards, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Public Telephone Network, Inc., with principal offices at 6015 Northwest 7th Avenue, Miami, FL 33127. The price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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#### CHECK SHEET

Sheets 1 through 12 inclusive of this price list are effective as of the date shown at the bottom right hand corner of the respective sheet(s). Original and revised sheets, if applicable, are named below and contain all changes from the original price list and are currently in effect as of the effective date shown below.

Original

ISSUED: EFFECTIVE:

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### TABLE OF CONTENTS

Title Sheet
Check Sheet
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Symbol Definitions
Price List Format Sheets
Exchange Service List
Section 1 - Technical Terms and Abbreviations
Section 2 - Rules and Regulations
Section 3 Basic Service Descriptions and Rates

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#### SYMPOLS DEFINITIONS

- D Discontinue or delete
- I Change Resulting In An Increase to A Customer's Bill
- M Item has been moved from another location in the price list
- N New
- R Change Resulting In A Reduction To A Customer's Hill
- T Change in Text Or Regulation, But No Change In Rate Or Charge

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#### PRICE LIST FORMAT SHRETS

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets il and 12 would be 11.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Florida Public Service Commission. For example, the 4th revised Sheet 12 cancels the 3rd revised Sheet 12. Because of various suspension periods, deferrals, etc, the Florida Public Service Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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Florida Price List. No. 1 Original Sheet 6

#### EXCHANGE SERVICE LIST

Public Telephone Network, Inc. Would be providing local telephone service to customers on a statewide basis.

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#### SECTION 1 - TECHNICAL TERMS AND ARREVIATIONS

Access Line - An arrangement which connects the customer's location to a Public Telephone Network, Inc. switching center.

Automated Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the curtomer for billing purposes.

Company or Carrier - Public Telephone Network, Inc., d/b/a PUBTEL unless of merwise clearly indicated by the context.

Customer or End User - the person, firm, corporation or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

Calling Card - A billing convenience whereby the End User may bill the charges for a call to an approved telephone company-issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

Collect Billing - A billing convenience whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Credit Card - A billing convenience whereby the End User may bill the charges for a call to an authorized national charge card. The terms and conditions of the agreement between the credit card company and its patrons will apply to payment arrangements.

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, July 4th, Labor day, Thanksgiving Day, Christmas Day.

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#### SECTION 1 - TECHNICAL TERMS AND ADDREVIATIONS, CON'T.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

FPSC - The Florida Public Service commission.

Operator-Station-Call - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed collect or to a telephone company-issued calling card or to an authorized Credit card are Operator-Station calls unless the call is placed on a Person-to-Person basis. Automated Calling card calls are not Operator-Station calls.

PATS: A Pay Telephone instrument which is owned and operated by a person or company which is not a local exchange telephone company.

Pay Telephone - A telephone instrument equipped with a device that allows a charge to be made for each call.

Person-to-Person call - A service whereby the originating End User specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

PUBTEL - Public Telephone Network, Inc.

Rate Center - A geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage for the purposes of rating a call.

Subscriber - the person, firm, partnership, corporation, or other entity who owns, leases, or manages the pay telephone, PBX, or other switch vehicle from which a Customer or Knd User places a call utilizing the services of the Company. The Subscriber has a pre-existing business arrangement with the company and may also be a Customer or an End User.

Third Party Billing - A billing convenience by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

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#### SECTION 2 - RULES AND REGULATIONS

#### 2.1 Undertaking of Public Telephone Network, Inc.

Public Telephone Network, Inc. (PUBTEL) services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

PUBTEL, Inc. Offers the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow reconnection of a customer's location to the PUBTEL network. The Customer shall be responsible for all charges due for such service arrangement.

The Company will provide access to operator services, 911 emergency services and relay services for the hearing impaired.

The company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

#### 2.2 Limitations.

- 2.2.1 Service is offered subject to the availability of facilities and the provisions of this tariff.
- 2.2.2 PUBTEL reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 The Customer may not transfer or assign the use of Company service or facilities, except with the express written consent of the Company.
- 2.2.4 In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the company, and of the other uses for which facilities may be furnished him by the Company, and because unavoidable errors incidental to

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#### SECTION 2 - RULES AND REGULATIONS CON'T.

#### 2.2 Limitations (Cont.)

services and use of such facilities of the Company may occur, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

- 2.2.5 Accessories which aid a subscriber's convenience in his use of the services provided by the Company which are not furnished under this price list, are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.
- 2.2.6 The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.
- 2.2.7 The Company will not transmit messages, but offers the use of it facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.8 The service is furnished subject to the conditions that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.
- 2.2.9 The Company, with written notification giving reason, may either suspend service or terminate the subscriber's service without suspension or following a suspension of service, disconnect the service and remove any of its

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equipment from the subscriber's premises upon:

- Abandonment of the service.
- b. Impersonation of another with fraudulent intent.
- c. Non-payment of any sum due the Company.
- d. Abuse or fraudulent use of service.
- 2.2.10 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

#### 2.3 Lightlities of the Company

2.3.1 Service irregularities

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defect in the transmission, or failure or defects in the service and/or facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or defect or failure in service or facilities occurs.

- 2.3.2 PUBTEL, Inc. Shall be indemnified and held harmless by the Customer against the following:
  - A) Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
  - B) All other claims arising our of any act or omission of the Customer in connection with any service or facilities provided by the Company.

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Florida Price List, No. 1 Original Sheet 12

### 2.4 Deposits

The Company does not require any deposits from the Customer.

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#### SECTION 2 - RULES AND REGULATIONS, CON'T.

#### 2.6 Taxes

All local and state taxes are listed as separate line items and are not included in the quoted rates.

#### 2.7. Payment Torms

Monthly invoice sent to the Customers are due upon receipt and are considered delinquent ten (10) days after receipt by the Customers, and the account may be subject to disconnect.

#### 2.8 Late Payment Fee

A late fee of no more than 1.5 percent of the unpaid balance may be assessed against a customer when the previous month's bill has not been paid in full prior to the next billing date. The 1.5 percent charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.

#### 2.9 Returned Check Fee

A \$25.00 processing fee will be charged if a check for payment of an invoice is dishonored for any reason.

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Florida Price List. No. 1 Original Sheet 14

#### SECTION 3 - BASIC SERVICE DESCRIPTIONS AND BATES

#### 3.1 Service Offerings

PUBTEL, Inc. Will be providing "basic" local telephone service to customers at the following rates:

- 3.3.1 basic Residential Local Line @ \$13.80 per month, and a \$35.00 installation charge will be collected with the first month's billing.
- 3.1.2 Basis Business Local Line @ \$34.00 per month, and a \$35.00 installation charge will be collected with the first month's billing.

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## FLORIDA PUBLIC SERVICE COMMISSION CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD TALLAHASSEE FLORIDA 32399-0850

## APPLICATION FORM

for

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

## **INSTRUCTIONS**

- This form is used for an original application for a certificate and for 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.
- Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- Use a separate sheet for each answer which will not fit the allotted space.
- If you have questions about completing the form, contact:

Florida Public Service Commission Division of Communications Certification & Compliance Section

1004



PUBTEL PUBLIC TELEPHONE NETWORK, INC. P.O. BOX 470308 MIAMI, FL 33247

DATE JULY 2, 1998

FLORIDA PUBLIC SERVICE COMMISSION

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