

STATE OF FLORIDA

Commissioners:  
JULIA L. JOHNSON, CHAIRMAN  
J. TERRY DEASON  
SUSAN F. CLARK  
JOE GARCIA  
E. LEON JACOBS, JR.



DIVISION OF COMMUNICATIONS  
WALTER D'HAESELEER  
DIRECTOR  
(850) 413-6600

**Public Service Commission**

DEPOSIT

DATE

D029

NOV 04 1998

Dear Prospective Applicant:

Enclosed you will find the application forms to provide:

- (  ) ALEC Alternative Local Exchange Company;
- ( ) DXC Interexchange Telecommunications Service;
- ( ) AAV Interexchange Telecommunications Service with Alternative Access Vendor Service;
- ( ) OSP Interexchange Telecommunications Service with Operator Service Provider Service;
- ( ) STS Shared Tenant Service;
- ( ) MLDA Multi-Location Discount Aggregator Telecommunications Service Provider.

Other attachments include relevant information and requirements.

Upon receipt of the completed forms staff will analyze the material and prepare a recommendation to be presented to the Commission. Following its decision, you will be advised of the outcome. If your application is approved you must follow all applicable rules. If your application is not approved you will be notified of further requirements.

Should you have any questions, please do not hesitate to call me at (850) 413 - 6586

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

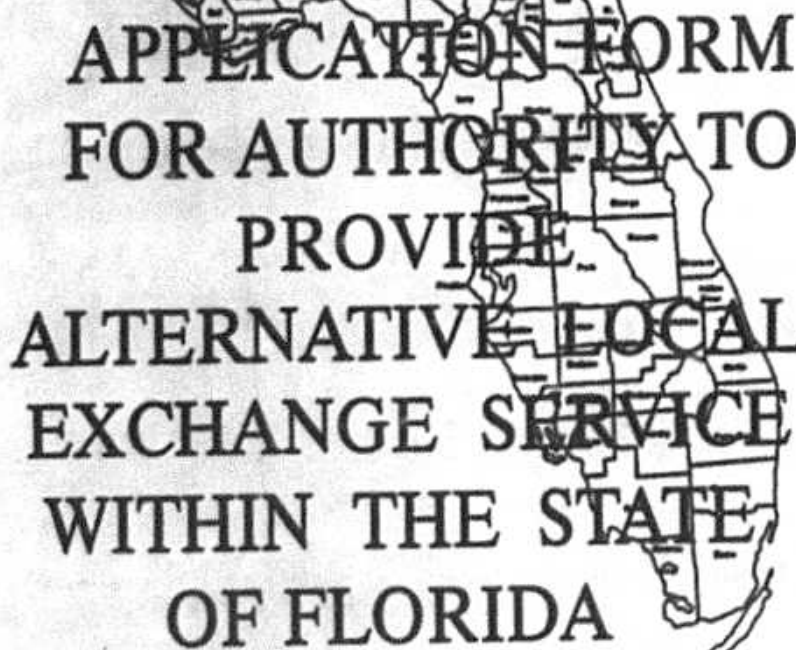
Initials of person who forwarded check:

A.J.

Sincerely,

Thomas E. Williams III, Engineer  
Bureau of Service Evaluation

RECEIVED  
NOV 4 1998  
DOCUMENT NUMBER 104104321  
80-6 4-4  
M 9 08  
RECORDS REPORTING



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

DOCUMENT NUMBER-DATE

12348 NOV-4 88

ISS. REC'D FOR REPORTING

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*

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#### 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:

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Florida Public Service Commission  
Division of Communications  
Certification & Compliance Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0866  
(850) 413-6600

- ◆ 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.

## APPLICATION FORM

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

Original authority (new company)

Approval of transfer (to another certificated company)

Example, a certificated company purchases an existing company and desires to retain the original certificate authority.

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

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval for transfer of control (to another certificated company)

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of applicant:

Everett L. Heard

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

ABC Connect

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

Fictitious name registration number: \_\_\_\_\_

# APPLICATION FORM

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

ABC Connect  
P.O. Box 787  
Powder Springs GA 30127

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

N/A

6. Structure of organization:  Check appropriate box(es)

<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> Corporation
<input type="checkbox"/> Foreign Corporation	<input type="checkbox"/> Foreign Partnership
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other, Please explain _____

7. If applicant is an individual, partnership, or joint venture, please give name, title and address of each legal entity.

Everett L. Heard  
5081 Hubert DR  
Powder Springs GA 30127

## APPLICATION FORM

8. 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.

N/A

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

Corporate charter number: N/A

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.

N/A

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

GA - Kevty

## APPLICATION FORM

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

N/A

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

N/A

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

ABC Connect does not want to lose a single customer. We will do everything possible to solve any disputes but if all fails they have the right to file a complaint with Florida Public Commission. Please refer to pg 20 Article 2.5.3 in Florida Tariff.

15. Please complete and file a price list in accordance with Commission Rule 25-24.825.(Rule attached)
16. 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:

## APPLICATION FORM

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

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

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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

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

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



# APPLICATION FORM

## 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: Everett L. Heard      10-20-98  
Signature      Date

Title: OWNER      ITA 222-7079  
Telephone Number

ABC Connect

Address: 5081 Hubert DR  
Powder Springs GA 30127

## **25-24.825 Price List.**

(1) Prior to providing service, each company subject to these rules shall file and maintain with the Commission a current price list which clearly sets forth the following information for basic local telecommunications services, as defined in s. 364.02(2), F. S. If basic local telecommunications service is offered on a package basis, the following information must be provided for the package:

- (a) current prices,
- (b) customer connection charges,
- (c) billing and payment arrangements, and
- (d) levels of service quality which the company holds itself out to provide for each service.

(2) At the company's option, price list information in paragraph (1) above and other information concerning the terms and conditions of service may be filed for services other than basic local telecommunication services.

(3) A price list revision must be physically received by the Commission's Division of Communications at least one day prior to its effective date.

(4) Price lists must be on 8 ½ by 11 inch paper in loose-leaf form and must utilize an ongoing page identification system which will allow for the identification of inserted and removed pages. The color of paper on which price lists are filed must be amenable to being clearly photocopied on standard photocopy equipment.

(5) Complete information concerning a company's service offerings, rates and charges, conditions of service, service quality, terms and conditions, service area, and subscribership information identified by local exchange company exchange must be made available to Commission staff upon request.

**Specific Authority: 350.127(2)**

**Law Implemented: 364.04, 364.337(5), F.S.**

**History: New 12/26/95.**

ABC Connect

Florida Tariff No. 1  
Original page #1

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ABC Connect  
P.O. BOX 787  
Powder Springs, GA. 30127

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ISSUED:

ISSUED BY: Everett Heard, President  
ABC Connect  
P.O. Box 787  
Powder Springs, Georgia 30127

EFFECTIVE:

ABC CONNECT  
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF FLORIDA

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ISSUED:

ISSUED BY: Everett Heard, President  
ABC Connect  
P.O. Box 787  
Powder Springs, Georgia 30127

EFFECTIVE:

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P.O. Box 787  
Powder Springs, Georgia 30127

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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 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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ABC Connect  
P.O. Box 787  
Powder Springs, Georgia 30127

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1. Definitions.

Certain terms used generally throughout this tariff are defined below.

Account Number: Customer's telephone number is his/her account number.

Advance Payment: Payment of all or part of a charge required before the start of service.

Authorized User: A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Forwarding: Permits calls directed to a Customer's line to be routed to a user-defined line inside or outside the Customer's telephone system.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: ABC CONNECTS, a sole proprietorship, which is the issuer of this tariff.

Conference/Three-Way: The User can sequentially call up to two other people and add them together to make up a three-way call.

Customer: The person or entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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P.O. Box 787  
Powder Springs, Georgia 30127

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**Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Local Calling:** A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for processing, installation, for which the Customer becomes liable at the time the Service Order is executed.

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

**Service Commencement Date:** The first day following the 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 which 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 of service. The parties may mutually agree on a substitute Service Commencement Date.

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P.O. Box 787  
Powder Springs, Georgia 30127

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by ABC CONNECTS to Customers within the local exchange service area defined herein.

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ABC Connect  
P.O. Box 787  
Powder Springs, Georgia 30127

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**Service Order:** The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof 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. Service Order may also be referred to as Customer Service Agreement.

**Services:** The Company's local telecommunications services offered to the Customer. Such services consist of basic and optional elements.

**Speed Dial:** Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

**Station:** Telephone equipment from or to which calls are placed.

**Trunk:** A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**User:** A Customer or any other person authorized by the Customer to use service provided under this tariff.

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ABC Connect  
P.O. Box 787  
Powder Springs, Georgia 30127

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mailing as aforesaid. All calculations of dates set forth in this tariff shall be based on calendar days and should the 6th day fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

- 2.1.3.2 Customers may be required to enter into written Customer Service Agreements which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and appropriate terms and conditions in this tariff.
- 2.1.3.3 At the expiration of any term specified in a Customer Service Agreement, 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 Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Florida.
- 2.1.2.1 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.2.2 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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ABC Connect  
P.O. Box 787  
Powder Springs, Georgia 30127

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2.1.2.3 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to Section 2.1.3.8 below.

2.1.2.4 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

**2.1.3 Liability of the Company.**

2.1.3.1 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, other defects, or representations by the Company, or use of these services or damages 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 Section 2.6 below. 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.

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ABC Connect  
P.O. Box 787  
Powder Springs, Georgia 30127

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2.1.3.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000.00. With respect to any other claim or suit, by a Customer or by others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, the Company's liability, if any, shall be limited as provided herein.

2.1.3.3 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; and 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

2.1.3.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customer's facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

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ISSUED BY: Everett Heard, President  
ABC Connect  
P.O. Box 787  
Powder Springs, Georgia 30127

EFFECTIVE:

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- 2.1.3.5 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.
- 2.1.3.6 The Customer shall indemnify and hold 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, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.1.3.7 The Company shall not be 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 gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.3.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including:
- claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service;

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ABC Connect  
P.O. Box 787  
Powder Springs, Georgia 30127

EFFECTIVE:

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- patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and
  - all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

2.1.3.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.3.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.

2.1.3.12 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the

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Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

2.1.3.13 With respect to Emergency Number 911 Service:

- (a) This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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ISSUED:

ISSUED BY: Everett Heard, President  
ABC Connect  
P.O. Box 787  
Powder Springs, Georgia 30127

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- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.1.3.10 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.

2.1.4.15 In conjunction with a nonpublished telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by the number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.

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**ISSUED:**

**ISSUED BY:** Everett Heard, President  
ABC Connect  
P.O. Box 787  
Powder Springs, Georgia 30127

**EFFECTIVE:**

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2.1.4.16 When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

**2.1.4 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 preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' 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 outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.5 Provision of Equipment and Facilities.**

2.1.5.1 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.

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- 2.1.5.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others except BellSouth Telecommunications, Inc. to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- 2.1.5.3 Equipment installed 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 the Company or BellSouth has provided it.
- 2.1.5.4 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. Beyond this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**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

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locations. In such cases, charges based on the 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.

**2.1.8 Ownership of Facilities.**

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

**2.2. Prohibited Uses.**

**2.2.1** 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.

**2.2.2** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**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) reimbursing the Company for 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's premises, unless caused by the negligence or wilful misconduct of the employees or agents of the Company. The Company will, upon

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reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

- (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;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service 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 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;

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- (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) above; 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 or maintained 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 for interruptions in service will be made for the period during which service is interrupted for such purposes.

### 2.3.2 Claims.

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

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any 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

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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.

## 2.4 Customer Equipment and Channels.

### 2.4.1 General.

A customer may transmit or receive information or signals via the facilities of the Company.

### 2.4.2 Station Equipment.

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2.2 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-

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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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

### **2.4.3 Interconnection of Facilities.**

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local 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 which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

### **2.4.4 Inspections.**

2.4.4.1 Upon reasonable 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 2.4.2.2 for the installation, operation, and maintenance of any Customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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2.4.4.2 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

## 2.5 Payment Arrangements.

### 2.5.1 Payment for Service.

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or Authorized Users. Objections must be received by the Company within 5 days after statement of account is rendered, or the charges shall be deemed correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local

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jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

**2.5.2 Billing and Collection of Charges.**

Bills will be rendered monthly to Customer.

2.5.2.1. All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable on the first day of the month after the billing date and shall be delinquent on the 6th day of that month (or the following day if the 6th falls on a Sunday or Federal Holiday).

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month for which service is provided.

2.5.2.3. For new customers or existing customers whose service is disconnected, 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.

2.5.2.4. A \$15.00 charge will be assessed for checks with insufficient funds or non-existing accounts.

**2.5.3 Disputed Bills.**

The Customer shall notify the Company of any disputed items on a bill within 5 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure.

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2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

**2.5.4. Advance Payments.**

To safeguard its interests, the Company may require a Customer to make Processing/Application Fee before services and facilities are furnished. This fee will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility.

**2.5.5 Deposits.**

2.5.4.1 Applicants shall not be required to pay a security deposit prior to receiving service.

2.5.4.2. An Escrow Account shall be maintained by the Company, with a bank of its selection, into which shall be placed monies which shall be available to reimburse any Customer who does not receive services for which Customer has paid in advance. Such Escrow Account shall be governed by an Escrow Agreement on file with the Public Service Commission.

**2.5.5 Discontinuance of Service.**

2.5.5.1 Upon nonpayment of any amount owing the Company, and after 5 days from the due date, the Company may discontinue or suspend service without incurring any liability. Notice of this disconnect policy shall be plainly printed on the Customer Service Agreement under the heading: "IMPORTANT INFORMATION; RETAIN FOR YOUR RECORDS."

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2.5.6.6.2 Immediately, upon written notice to a Customer who has failed to pay any sum within 5 days of the date when payment was due; or

2.5.6.6.3 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) day period.

2.5.5.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time or up to suspension or discontinuance.

2.5.5.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity under any other provision of this tariff.

**2.6 Allowances for Interruptions of Service.**

2.6.1 **Credit for Interruptions.** When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. 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.

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For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Truck Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

**2.6.2 Limitations on Allowances.**

No credit will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer;
- (b) interruptions due to the negligence of any person using the Company's facilities with the Customer's permission;
- (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; or
- (g) interruption of service due to circumstances or causes beyond the control of the Company.

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**2.7. Cancellation of Service.****2.7.1. Cancellation of Application for Service.**

2.7.1.1. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits 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.

2.7.1.2 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 the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

**2.7.3 Cancellation of Service by a Customer.**

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 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2, all costs, fees and expenses incurred in connection with:

- 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

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- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
  - 3) all Recurring Charges specified in the applicable tariff for the balance of the then current term.

## 2.8 Transfer 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; (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.

## 2.9 Notices and Communications.

2.9.1 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.9.2 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.

2.9.3 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 deposit 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.

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**3. Service Description.**

**3.1 Local Exchange Service.** The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service if available in the Customer's area;
- place or receive calls to 800 telephone numbers.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch.

**3.1.1 Service Area.** Where facilities are available, service areas are defined by the following NPA designations:

<u>NPA</u>	<u>Exchange or Zone</u>
912	Americus
706	Columbus
706	Cusseta
706	Hamilton
706	Hogansville
706	LaGrange
706	Pine Mountain
912	S nithville

**3.1.2 Local Line.** Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

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3.1.2.1 Standard Features: Each Local Line Customer is provided with only basic local telephone service.

3.1.2.2 Optional Features:

Call Hold  
Call Forwarding  
Call Waiting  
Call Waiting Deluxe  
Caller ID  
Caller ID Deluxe  
Class of Service  
Conference Three-Way  
Speed Call  
Unpublished Number

3.1.2.3 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Sections 3.1.2.3.1, 3.1.2.3.2 and 3.1.2.3.4, respectively.

3.1.2.3.1 Non-Recurring Charges

Processing/Application Fee      \$40.00

3.1.2.3.2 Recurring Charges

Local Line - Live Charge      \$49.95 Monthly  
Area Plus Service      \$59.95 Monthly

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## 3.1.2.3.3

Optional Features:

Call Waiting	\$5.00
Call Waiting Deluxe	\$8.00
Call Forwarding	\$5.00
Three-Way Calling	\$5.00
Unpublished Number	\$5.00 (plus \$5.00 set up fee)
Speed Dial	\$5.00
All above options	\$20.00
with Call Waiting Deluxe	\$30.00
Caller ID	\$10.00
Caller ID Set Up Fee	\$10.00
Caller ID Deluxe	\$15.00
Caller ID Deluxe Set Up Fee	\$10.00

Above prices do not include applicable Federal, State and Local taxes.

### 3.2 Directory Listings.

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

- 3.2.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons

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as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

- 3.2.3** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.2.4** Directory listings are provided in connection with each Customer service as specified herein.
- 3.2.5** Non-Recurring Charges. Non-Recurring Charges associated with Directory Listings are as follows:

Non-Recurring

Primary Listing (one number)      N/C

- 3.2.6** Recurring Charges. Monthly Recurring Charges associated with Directory Listings are as follows:

Monthly

Primary Listing (one number)      N/C

- 3.3** Emergency Services (Enhanced 911). Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

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4. **Promotional Offerings.**

- 4.1 **Promotional Offerings.** The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

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## **EVERETT HEARD**

5081 HUBERT DR.  
POWDER SPRINGS, GEORGIA  
30127

(770) 943-7999

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### **AWARDS**

1971 - UNITED PARCEL SERVICE - PRESENTED DRIVER  
WITH HIGHEST SENORITY AND HIGHEST IN SAFE DRIVER STANDING(  
TRACTOR )

1974 - LANIER BUSINESS PRODUCTS - SALESMAN OF  
THE YEAR

1985 - STROTHER FORD - SALESMAN OF THE YEAR

### **PERSONAL INFORMATION**

MARRIED TO VIRGINIA HARVEY IN 1975 AFTER FIRST WIFE WAS  
KILLED IN AUTO ACCIDENT WHEN STRUCK BY A DRUNKEN DRIVER .  
FATHER OF THREE DAUGHTERS AND GRANDFATHER TO  
FIVE GRANDCHILDREN WITH NUMBER SIX DUE IN JUNE.  
HOME OWNER A RESIDENT OF THE ATLANTA, GEORGIA  
AREA FOR 34 YEARS  
MEMBER OF TRINITY CHAPEL CHURCH OF GOD

## EVERETT HEARD

5081 HUBERT DR.  
POWDER SPRINGS, GEORGIA  
30127

(770) 943-7999

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### OBJECTIVE

TO CREATE A VIABLE COMPANY PROVIDING A NEEDED SERVICE TO THE GENERAL PUBLIC AND BE SUCCESSFUL.

### QUALIFICATIONS

34 YEARS OF MANAGEMENT, SALES AND OPERATIONAL EXPERIENCE

### WORK HISTORY

AE3 - JAN. 1, 1961 TO AUG. 10, 1964  
UNITED STATES NAVY  
AVIATION ELECTRICIAN

ELECTRICIAN TECHNICIAN - SEPT. 1, 1964 TO FEB. 5, 1966  
LANIER BUSINESS PRODUCTS  
REPAIR AND MAINTAINENCE OF ALL BUSINESSS EQUIPMENT

SENIOR DRIVER - MAR. 1, 1966 TO JUL. 31, 1971  
UNITED PARCEL SERVICE  
SENIOR RELIF DRIVER FOR THE U.S.A.

MANAGER - JUN. 1971 TO MAR. 6, 1976  
LANIER BUSINESS PRODUCTS  
SALES, MARKETING AND ADVERTIZING 3 SALESMAN IN 24 CITIES

OWNER OPERATOR FRANCHISOR - MAR. 15, 1976 TO DEC. 31, 1981  
BIG TOP DELI'S  
SALES, MARKETING, ADVERTIZING, MANAGER TRAINING AND  
LOCATION ACQSITION FOR STATE OF GEORGIA

OWNER OPERATOR - JAN. 1, 1982 TO NOV. 15, 1984  
POPPY'S DELI, UNION CITY, GEORGIA  
ALL AREAS OF DAILY OPERATION

ASST USED CAR MANAGER - DEC. 1, 1984 TO OCT. 1, 1986  
STROTHER FORD, MARIETTA, GEORGIA  
GENERAL DAILY OPERATIONS

SALES - OCT. 9, 1986 TO JAN. 1, 1990  
HARDY CHEVY, DALLAS, GEORGIA  
DAILY SALES OPERATIONS

## EVERETT HEARD

5081 HUBERT DR.  
POWDER SPRINGS, GEORGIA  
30127

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### WORK HISTORY (Continued)

SALES - JAN 10, 1990 TO JAN. 20, 1991  
THORNTON CHEVROLET  
DAILY SALES OPERATIONS

SALES - JAN.25, 1991 TO PRESENT  
SUTHERLIN NISSAN  
DAILY SALES OPERATIONS

NOTE : DURING AUTOMOBILE SALES CAREER HAVE ATTENDED MANY SALES AND OPERATIONAL SCHOOLS OFFERED BY FORD CHEVROLET AND NISSAN. HAVE ALSO RECEIVED MANY SALES AWARDS AVERAGED OVER 15 CARS SOLD PER MONTH WITH AN AVERAGE YEARLY INCOME OF OVER 50K.

### EDUCATION

SOUTH COBB HIGH SCHOOL - GRADUATED 1960

KENNESHAW COLLEGE - 1966 TO 1967

UNITED STATES NAVY - 5 JET AVIATION ELECTRICIAN SCHOOLS

LANIER BUSINESS PRODUCTS - SALES AND MANAGEMENT TRAINING SCHOOLS

NUMEROUS SALES AND OPERATIONAL SCHOOLS OFFERED BY THE BIG 3 AUTO MAKERS

### REFERENCES

CHUCK REEVES : 2101 CROSSING DR, LITHIA SPRINGS, GEORGIA. 30057  
PHONE : 770-739-7936

JOHN COURIE : 103 CLARENDON PLACE, FAYETTEVILLE, GEORGIA.  
30215 PHONE : 770-461-8245

PRADEEP KUMAR : 115-B CARROLL CIRCLE, CARROLLTON, GEORGIA.  
30117 PHONE : 770-836-8930

**EVERETT HEARD**

5081 HUBERT DR.  
POWDER SPRINGS, GEORGIA  
30127

(770) 943-7999

MARCH 10, 1998

**PERSONAL FININCIAL DATA:****ASSETS :**

HOUSE AT 5081 HUBERT DR.	\$95,000.00
BOAT	\$ 4,500.00
88 CAMERO	\$4,500.00
85 FORD RANGER	\$2,500.00
76 COUGAR	\$1,500.00
UTILITY BUILDING	\$2,000.00
TRACTOR	\$1,500.00
CHECKING	\$1,500.00
SAVINGS AND STOCK	\$13,500.00
FUNITURE AND HOUSEHOLD	\$40,000.00
JEWELRY	\$10,000.00
1/3 PROPERTY INTEREST	\$8,000.00

**LIABILITIES :**

	(\$70,000.00)
MISC. DEBTH	(\$20,00.00)

TOTAL \$184,500.00

( \$90,000.00)

TOTAL NET WORTH \$94,500.00



**I**NDPENDENT BANK  
& TRUST COMPANY

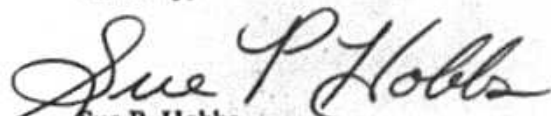
April 17, 1998

TO WHOM IT MAY CONCERN:

This letter is in reference to Everett L. Heard. He has been a customer of Independent Bank & Trust since September, 1993. He maintains his personal checking and savings account. Mr. Heard has had one loan with Independent Bank & Trust, all payments were paid as agreed.

If I can be of any other service, please feel free to call.

Sincerely,

  
Sue P. Hobbs  
Banking Officer



# Credit Profile

RF-3001  
(2-98)

## Interconnection Services

Refer By Fax To: 404-688-3979

Attention: Interconnection Services Finance

For questions concerning this application call 888-634-4114 or 404-927-1399.

Internal Use Only

Credit Score: \_\_\_\_\_

### Please Print And Complete All Information

Type Of Business Applying For:

- Local (Resale or Facility Based)       Payphone Service Provider  
 Access       CMRS

Estimated Monthly Volume \$

START-UP

Estimated Number Of Area Codes, Trunks or Lines

STATE OF GEORGIA

### Company Information

Business Name

ABC CONNCT

Doing Business As (DBA)

ABC CONNCT

Please Check One

- Corporation       Partnership       Sole-Proprietor

Street Address

P.O. BOX 787 POWDER SPRINGS, GA. 30127

City State Zip

Corporate Office Location (if different from above)

NOT YET RENTED

City State Zip

(Area Code) Telephone Number

770-850-0159

(Area Code) Fax Number

N-A

Dunn and Bradstreet Number

N-A

Other BellSouth Business Accounts

- Yes       No

Account Number

Account Number

Account Number

Account Number

### Officers' Names

President

EVERETT HEARD

CFO

N-A

CEO

N-A

### Company History

Year Business Established

START-UP

Principal Business Of Firm

ABC CONNELTS

Years In Current Line Of Business

START-UP

### Business Credit References

Company Name

SAM'S CLUB P.O. BOX 105980 DEPT 77 ALT. GA.

City

State

(Area Code) Telephone Number

1800-964-1917

Account Number

Contact Name

BLINDA SWANN

Company Name

FREEMAN FINANCE AUSTELL, GA.

City

State

(Area Code) Telephone Number

770-9481200

Account Number

(CONNELTS)

Contact Name

EVERETT HEARD

PAT JILES

Company Name

MIDCOM, INC. IRVING, TEXAS

City

State

(Area Code) Telephone Number

972-869-2144

Account Number

ABC-CONNCT

Contact Name

ATT- MIKE SIMPSON (ONLY)

### Bank Reference

Bank Name

INDEPENDANT BANK AND TRUST POWDER SP. GA.

City

State

Account Number

Banking Officer

SUE HOPSON

(Area Code) Telephone Number

770-943-5000

(Area Code) Fax Number

I hereby authorize you to release to BellSouth any and all information which they may request concerning my account. I understand that such information will be held strictly confidential and will remain BellSouth's property whether or not credit is extended. I understand that security may be required by BellSouth to establish service. I certify that the above information provided for this credit profile is true and correct to the best of my knowledge.

Signature (Authorized Individual Only)

Everett Heard

Print Name

EVERETT HEARD

Date (MMDDYYYY)

04-20-98

## II. FINDINGS OF FACT

Mr. Heard is owner and President of ABC Connects, a sole proprietorship. Applicant is a start up company and it is seeking authority to resell local exchange service in Georgia on a prepaid basis to customers who, for reasons of credit, cannot get regular service. Applicant proposes to serve both residential and business customers in the same territory as now served by BellSouth Telecommunications, Inc. The prepaid local exchange service would be offered 24 hours per day, 7 days per week. Mr. Heard said that the home office of the Company will be in Powder Springs, Georgia and other offices will be located in Douglasville, Lawrenceville and Marietta, Georgia. Applicant will begin with three employees and expects to increase to ten in Georgia. Applicant demonstrated satisfactory methods of handling inquiries, complaints, service orders, marketing and billing.

Mr. Heard stated that the Company would comply with all Commission rules and requirements including the establishment of an escrow account for prepaid service and with the provisions of Docket No. 5825-U regarding the Universal Access Fund. However, applicant proposes to send out a bill to the customer on the 25th of each month advising them that their monthly payment is due on the 1st of the next month and to wait 5 days past the due date to initiate disconnection procedures. Since this is at variance with the disconnection procedures in Commission Rule 515-12-1-.28, applicant requests that it be granted a waiver of the rule.

In a post-hearing filing, the Consumers' Utility Counsel objected to the 5 day waiting period and suggested 21 days. Applicant responded that it would be financially harmful to it to wait that long without a deposit. Short disconnect waiting periods are an integral part of prepaid service. On July 21, 1998, the Commission approved a similar application with a 5 day waiting period in Docket No. 8353-U - Application of Prepaid Home Phone Services, L.L.C. However, the applicant in that docket would give the customer 10 days written notice of pending disconnection prior to the due date for the next term of prepaid service. The Hearing Officer will not require the applicant to change its 5 day waiting period and will grant its request for a waiver of disconnection Rule 515-12-1-.28, but Applicant will be required to give at least 10 days written notice of pending disconnection prior to the due date for the next term of prepaid service.

### 1. TECHNICAL CAPABILITY

Mr. Heard has 34 years of management, sales and operational experience although not in telecommunications. However, he will be assisted in his business by his daughter who has had considerable experience in telecommunications with a reseller of prepaid local exchange service in Louisiana. Also, Applicant has entered into an agreement with BellSouth Telecommunications, Inc., the incumbent local exchange carrier for the resale of services and will rely upon BellSouth to provide technical support under the agreement which was approved by the Commission on July 7, 1998 in Docket No. 9182-U.

Based upon the evidence presented, ABC Connects meets the requirement of technical capability to provide competitive local exchange service by resale of prepaid service.

## 2. FINANCIAL CAPABILITY

The Applicant proves its financial capability through testimony and financial statements. Mr. Heard presented a current brokerage account statement showing stock valued at approximately \$17,000. He intends to seek a loan of \$6,000 against the stock to use as initial start up investment. He had other data in his application supporting his ability to fund his start up costs. The proposal to resell local exchange service on a prepaid basis requires less capital investment than providing conventional or facilities-based service. Based on the evidence presented, Applicant meets the financially capable standards of this Commission.

### III. CONCLUSIONS OF LAW

The Hearing Officer certifies the record in this docket to the Commission and issues this recommendation pursuant to O.C.G.A Sections 46-2-58(d) and 50-13-17(a). Based upon the testimony and evidence, the Hearing Officer finds that Applicant has shown that it possesses satisfactory financial and technical capability pursuant to O.C.G.A. Section 46-5-163(h) in order to be granted an interim certificate, consistent with the Commission's guidelines in its Docket No. 5778-U for the issuance of interim certificates of authority for the provision of local exchange service by resale of prepaid service.

Having reviewed the record and considered this case, the Commission finds and concludes that it should adopt the Hearing Officer's recommendation as its decision in this docket.

**WHEREFORE**, it is ordered, that the above numbered interim certificate be granted to ABC Connects, whose principal business address is 5081 Hubert Drive, Powder Springs, Georgia 30073.

**ORDERED FURTHER**, that Applicant is hereby granted authority to provide local exchange telecommunications services by resale of prepaid service in the exchanges set forth below:

Acworth  
Baconton  
Calhoun  
Adairsville  
Bainbridge  
Camilla

Albany  
Barnesville  
Carrollton  
Alpharetta  
Baxley  
Cartersville

Americus  
Blackshear  
Cave Spring  
Appling  
Bogart-Statham  
Cedartown

Arlington  
Bowdon  
Chamblee  
Athens  
Bremen  
Claxton

Atlanta	Dallas	Forsyth	Hampton
Brunswick	Louisville	McDonough	Powder Spring
Clermont	Sparks	Thomson	Waycross
Augusta	Douglasville	Fort Valley	Harlem
Buchanan	Lula	Millen	Richland
Cochran	Sparta	Tifton	Waynesboro
Austell	Dublin	Franklin	Hazelhurst
Buford	Lumber City	Monticello	Rockmart
Colquitt	Stockbridge	Tucker	Woodbury
Columbus	Duluth	Gainesville	Hephzibah
LaGrange	Lumpkin	Newnan	Rome
Tennille	Stone Mountain	Tybee Island	Woodstock
Concord	Eastman	Gay	Hogansville
Lake Park	Luthersville	Newton	Roopville
Sardis	Swainsboro	Valdosta	Wrens
Conyers	Eatonton	Gibson	Jackson
Lawrenceville	Lyons	Norcross	Rossville
Savannah	Sylvester	Vidalia	Wrightsville
Cordele	Elberton	Grantville	Jekyll Island
Leary	Macon	Palmetto	Roswell
Senoia	Tallapoosa	Villa Rica	Zebulon
Covington	Fairburn	Geensboro	Jesup
Leesburg	Madison	Panola	Royston
Smithville	Temple	Wadley	Johnson Center
Cumming	Fayetteville	Griffin	Rutledge
Lithonia	Marietta	Pine Mountain	Jonesboro
Smyrna	Tennga	Warrenton	St. Simons
Cusseta	Flowery Branch	Hamilton	Island
Loganville	McCaysville	Pooler	Kingston
Social Circle	Thomasville	Watkinsville	Sandersville

**ORDERED FURTHER**, that Applicant's request for a waiver of Commission Rule 515-12-1-.28 regarding customer disconnection provisions in connection with Applicant's offering of prepaid local exchange service be, and it is hereby, granted.

**ORDERED FURTHER**, that Applicant must revise its customer service agreement and its tariff to provide that it will give the customer at least 10 days written notice of pending disconnection prior to the due date for the next term of prepaid service.

**ORDERED FURTHER**, that Applicant must file a tariff to be approved by this Commission prior to provision of service that lists rates, terms and conditions.

**ORDERED FURTHER**, that Applicant shall enter into an escrow agreement complying with the Commission's ruling in Georgia Communications South Docket No. 5749-U.

**ORDERED FURTHER**, that the interim certificate is issued subject to the conditions adopted by the Commission in Docket No. 5778 !J and subject to all other applicable requirements and rules of the Commission, including, but not limited to Commission requirements regarding prepaid monthly service.

**ORDERED FURTHER**, that Applicant shall file a quarterly report to the Commission which provides the following:

- (1) number of customers at the beginning of the quarter
- (2) number of customers at the end of the quarter
- (3) number of customers disconnected
- (4) amounts paid into escrow account

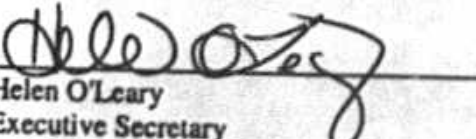
**ORDERED FURTHER**, that Applicant shall comply with the provisions contained in the Commission's Universal Access Fund, Docket No. 5825-U.

**ORDERED FURTHER**, that pursuant to O.C.G.A. § 46-5-168(b)(2) the certificate granted herein shall be subject to revocation if the Company fails to notify the Commission of any changes in its contact address on file with the Commission, fails to comply with Commission requirements or Orders, or violates any applicable law or Commission rule.

**ORDERED FURTHER**, that jurisdiction over this matter is expressly retained for the purpose of entering such further Order or Orders as this Commission may deem just and proper.

**ORDERED FURTHER**, that any motion for reconsideration or rehearing in this case shall not have the effect of staying this Order of Commission, except insofar as the Commission may otherwise provide.

**BY ORDER OF THE GEORGIA PUBLIC SERVICE COMMISSION**, this 1<sup>st</sup> day of September, 1998.

  
Helen O'Leary  
Executive Secretary

September 9, 1998  
Date

HOL/RBB/LEB/sb

  
Robert B. Baker, Jr.  
Chairman

9-9-98  
Date

**EVERETT HEARD**

5081 HUBERT DR.  
 POWDER SPRINGS, GEORGIA  
 30127

(770) 943-7999

---

ABC CONNECT : RESPONSE TO QUESTION VII (2).

**PROJECTED OPERATING EXPENSES FOR FIRST 3 YEARS OF NEW COMPANY**

	1999	2000	2001
LEASES	\$6,900.00 -	\$13,800.00 -	\$20,700.00
TAXES	\$1,000.00 -	\$2,500.00 -	\$6,500.00
SALARIES	SALARIES TO OWNER BASE SOLEY ON PROFIT OF COMPANY FOR FIRST THREE YEAR BUDGET		
OFFICE EQUIPMENT	\$2,100.00 -	\$4,200.00 -	\$13,000.00-
MISC. EXPENSES	\$1,500.00 -	\$2,500.00 -	\$3,500.00

# ABC Connect

## Customer Service Agreement for Local Telephone Service

*Compute your initial payment and monthly payments as follows:*

		<u>Initial Fees</u>	<u>Monthly</u>
Initial Month Basic Rate for Telephone Service		_____	_____
One-Time Connection Fee (Non Refundable)		_____	_____
Subtotal		_____	_____
<b>Optional Services: (Where Available)</b>	<u>Initial Fees</u>	<u>Monthly</u>	
Call Waiting	\$5.00	\$5.00	\$ _____
Call Waiting Deluxe	\$8.00	\$8.00	\$ _____
Three -Way Calling	\$5.00	\$5.00	\$ _____
Non-Published Number	\$5.00	\$5.00	\$ _____
Speed Dial	\$5.00	\$5.00	\$ _____
Caller ID (Caller ID Eq. not included)	\$10.00	\$15.00	\$ _____
Caller ID Deluxe	\$15.00	\$15.00	\$ _____
<hr/>			
<b>Total Optional Services</b>		\$ _____	\$ _____
<b>Total Fees for Telephone Services to be Connected</b>		\$ _____	
<b>Total Fees for Monthly Telephone Services</b>			\$ _____

Is your residence wired for telephone service? \_\_\_\_\_ Contact Number \_\_\_\_\_

By signing below, I acknowledge that I have read and understand the provisions of this application and I agree to abide by the rules and agreements provided herein.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (Please Print) \_\_\_\_\_ Apt. No. (if applicable) \_\_\_\_\_

Physical Address for Service \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Agent Name, Number and Location:

<b>AGENT'S USE ONLY:</b> AGENT NO. _____ Payment Received by: _____ Date _____
---

<b>OFFICE USE ONLY:</b> PON # _____
--



**EVERETT HEARD**

5081 HUBERT DR.  
POWDER SPRINGS, GEORGIA  
30127

(770) 943-7999

---

ABC CONNECT : RESPONSE TO QUESTION VII (6)

**PROJECTED PROFIT AND LOSS STATEMENT FOR STARTUP COMPANY**

	1999	2000	2001
PROJECTED NO. OF CUSTOMERS	700	1400	2100
REVENUE:	\$45,500.00	\$91,000.00	\$141,000.00
COST OF GOODS SOLD	\$21,000.00	\$42,000.00	\$84,000.00
GROSS MARGIN	\$23,000.00	\$49,000.00	\$57,000.00
OPERATING EXPENSES	\$7,500.00	\$15,000.00	\$22,500.00
CASH FLOW	\$15,500.00	\$34,000.00	\$36,500.00

# ABC Connect

## CUSTOMER SERVICE AGREEMENT

1. Applicant hereby requests local telephone service from ABC Connect. Telephone service is to be established at the address shown on the other side. Any questions, or problems (including repairs) regarding telephone service must be directed to the ABC service office. Any work performed which is not authorized by ABC will be done at the applicant's risk and expense.
2. The Basic Rate for monthly service is \$49.95, which includes unlimited calls within the local calling area, touch-tone dialing, all federal and state taxes and all mandated charges, such as Emergency 911. These charges are subject to change without formal notice. The applicant agrees to pay in advance for one month service. These charges do not begin until service is connected. Applicant will continue to have a credit of one month's service, which will be carried forward until applicant terminated service with ABC. Customers living in rural areas may be subject to a mileage charge.
3. A connection fee of \$40.00 must be paid with this application in addition to the two months' telephone service. Initial charges for all optional services selected from the list shown on the other side of this application, such as call waiting, caller ID, etc., must also be paid with this application.
4. Monthly fees may be paid at any ABC office or any ABC Agent's location. Fees may be paid in cash or by money order. Initial fees as determined from the other side of this application are paid with this application. Customer will be sent a bill. When the customer pays the monthly service fees, which are also determined from the other side of this application, the customer should receive a bill with each month's payment. Customer will receive a monthly bill.
5. **IMPORTANT INFORMATION; RETAIN FOR YOUR RECORDS-** Payments are due on the **FIRST** of each month. Payments are considered **LATE** after the 5<sup>th</sup> of each month and is subject to **DISCONNECTION**. If there is a problem with making your payment on the due date, please call ABC Connect. If service is discontinued, customer will be required to complete a new application, and purchase the two months' service and pay the connection fee.
6. Under normal circumstances, Applicant's telephone service will be connected within three to ten business days from the date ABC received the application with all applicable fees paid.
7. It is understood that ABC places toll restrictions on all customers' telephone service. These restrictions block the customer from making direct-dial long distance calls, receiving collect calls, making operator-assisted calls or third number calls, and director assistance calls. Such blocks are not guaranteed, therefore, any toll charges made by the customer or charged to the customer's telephone, are the customer's responsibility and must be paid within five working days after the customer has been notified of such charges. Service will be discontinued if toll charges are not paid. If service is terminated due to unauthorized toll billing, any credit for monthly service is forfeited.

- A. Fees include all charges for unlimited local calling within the prescribed local calling area, state and federal mandated fees, and all applicable federal and state taxes.**
- B. Optional services added later are subject to an additional connection fee.**
- C. ABC is not responsible for inside wiring, jacks, or other telecommunication devices.**
- D. You may choose the company of your choice to provide repair service at your expense and risk.**
- E. Purchase of and maintenance of telephone equipment is the responsibility of the customer**
- F. If your service cannot be connected, at no fault of ABC, the connection fee is non refundable.**



**COMMISSIONERS:**

ROBERT B. BAKER, JR., CHAIRMAN  
DAVID N. BAKER  
BOB DURDEN  
LAUREN "BUBBA" McDONALD, JR.  
STAN WISE

DEBORAH K. FLANNAGAN  
EXECUTIVE DIRECTOR

HELEN O'LEARY  
EXECUTIVE SECRETARY

## Georgia Public Service Commission

47 TRINITY AVENUE, S.W.  
ATLANTA, GEORGIA 30334-8701  
(404) 686-4801 OR 1 (800) 282-8813  
FAX: (404) 686-2341 [www.psc.state.ga.us](http://www.psc.state.ga.us)

September 14, 1998

Mr. Everett L. Heard  
ABC Connect  
P. O. Box 787  
Powder Springs, Georgia 30127

In Re: Docket No. 8951-U, ABC Connect

Dear Mr. Heard:

This is to acknowledge receipt and acceptance of ABC Connect Georgia Tariff No. 1 providing for Local Exchange Service.

This tariff will bear an effective date of September 10, 1998.

Sincerely,

Donald G. Schubele  
Utilities Analyst

**BellSouth Interconnection Services**

675 West Peachtree Street, NE  
Room 34591  
Atlanta, Georgia 30375

David W. Taylor  
(404) 927-7556  
Fax (404) 927-8324

April 22, 1998

Mr. Everett Heard  
ABC Connect  
P.O. Box 787  
Powder Springs, GA 30127

Dear Mr. Heard:

Attached for your records is an original copy of the ABC Connect Resale Agreement. Your BellSouth Account Team has been notified of the Agreement and they will contact you in the next few days to assist you. The Account Team Coordinator is Dianne Brasfield (205) 977-3540. In the meantime, please give me a call if I can help.

Sincerely,



David W. Taylor  
Manager - Interconnection Services-Pricing

Enclosure

Lisa L. Spooner  
Attorney

9182-4

BellSouth Telecommunications, Inc.  
Legal Department  
125 Perimeter Center West  
Atlanta, Georgia 30348  
Telephone: 770-391-2418  
Facsimile: 770-391-2812

April 29, 1998

Executive Secretary  
Georgia Public Service Commission  
47 Trinity Avenue, Room 520  
Atlanta, GA 30334

Re: Approval of the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and ABC Connect, pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Sir/Madam:

Pursuant to section 252(e) of the Telecommunications Act of 1996 ("Act"), BellSouth and ABC Connect are submitting to the Georgia Public Service Commission their negotiated resale agreement for the purchase of BellSouth's telecommunications services for the purpose of resale to end users by ABC Connect. BellSouth will publish the appropriate notices.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and ABC Connect within 90 days of its submission. The Act provides that the Commission may only reject an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.

Thank you for your consideration.

Sincerely,

  
Lisa L. Spooner

cc: ABC Connect  
Mr. Jim Hurt  
Mr. Kennard Woods

**SYNOPSIS**

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth is filing an executed Resale Agreement by and between BellSouth Telecommunications, Inc. and ABC Connect.

The term of this Agreement shall be two years beginning April 21, 1998. This Agreement shall automatically be renewed for two additional one-year periods unless either party indicates its intent not to renew the Agreement.



COMMONWEALTH OF KENTUCKY  
PUBLIC SERVICE COMMISSION

730 SCHENKEL LANE  
POST OFFICE BOX 615  
FRANKFORT, KY. 40602  
(502) 564-3940

April 30, 1998

Creighton E. Mershon,  
General Counsel - Kentucky  
BellSouth Telecommunications, Inc.  
P. O. Box 12410  
Louisville, KY. 40232

Jerry D. Hendrix  
Director  
BellSouth Telecommunications, Inc.  
3535 Colonnade Parkway  
Room E4E1  
Birmingham, AL. 35243

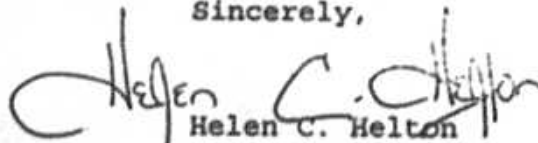
Everett Heard  
President  
ABC Connect  
P. O. Box 787  
Powder Springs, GA. 30127

RE: Case No. 98-240  
BELLSOUTH TELECOMMUNICATIONS, INC.  
(Interconnection Agreements) WITH ABC CONNECT

This letter is to acknowledge receipt of initial application in the above case. The application was date-stamped received April 28, 1998 and has been assigned Case No. 98-240. In all future correspondence or filings in connection with this case, please reference the above case number.

If you need further assistance, please contact my staff at 502/564-3940.

Sincerely,

  
Helen C. Helton  
Executive Director

HCH



STATE OF FLORIDA



DIVISION OF COMMUNICATIONS  
WALTER D'HAESELEER  
DIRECTOR  
(850) 413-6600

Public Service Commission

DEPOSIT DATE

D029 NOV 04 1998

Prospective Applicant:

Enclosed you will find the application forms to provide:

- ALEC Alternative Local Exchange Company;
- IXC Interexchange Telecommunications Service;
- AAV Interexchange Telecommunications Service with Alternative Access Vendor Service;
- OSP Interexchange Telecommunications Service with Operator Service Provider Service;
- STS Shared Tenant Service;
- MLDA Multi-Location Discount Aggregator Telecommunications Service Provider.

DOCUMENT NUMBER - DATE  
12348 NOV-4 98

Other attachments include relevant information and requirements.

Upon receipt of the completed forms staff will analyze the material and prepare a recommendation to be presented to the Commission. Following its decision, you will be advised of the outcome. If your application is approved you must follow all applicable rules. If your application is not approved you will be notified of further requirements.

Should you have any questions, please do not hesitate to call me at (850) 413-6586

RECEIVED  
FLORIDA PUBLIC SERVICE COMMISSION  
NOV 4 1998

Check received with filin forwarded to Fiscal for d Fiscal to forward a copy to RAR with proof of dep

Initials of person who for

A.J.

ABC Connect  
ASHLEY KEITH-HEARD  
P O Box 787  
Powder Springs, Ga 30127

DATE 11-1-98

1015

PAY TO THE ORDER OF

Florida Public Service Commission \$250.00

Two-Hundred-Fifty + 00/100

DOLLARS

Regions Bank  
Georgia

FOR Fla TARIFF

E. Heard

CAPITAL CIRCLE OFF  
An Affirmative Action / Equal Opp