



# Public Service Commission

**-M-E-M-O-R-A-N-D-U-M-**

**DATE:** September 21, 1999

**TO:** Blanco Bayo, Director, Division of Records and Reporting

**FROM:** Toni J. McCoy, Regulatory Analyst, Division of Communications

**SUBJECT:** Open Docket No. 990971-TC

I was unsure if you had an unbound copy of the original ALEC application submitted for this company. I had them send another copy for the docket file just in case.

Please add the attached revised ALEC application and cover letter for C.I.O., Inc. to the docket file.

Call me if you have any questions, I can be reached at 850/413-6532.

Thank you.

- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- MAS \_\_\_\_\_
- OPC \_\_\_\_\_
- PAI \_\_\_\_\_
- SEC 1
- WAW \_\_\_\_\_
- OTH *Antonye*

DOCUMENT NUMBER-DATE  
 11363 SEP 21 89  
 P.S.D. - RECORDS/REPORTING

TO: TONI J McCOY, REGULATORY ANALYST

FROM: RICK AUSTIN, C.I.O., INC.

SUBJECT: REQUESTED CHANGES

ALEC APPLICATION

DOCKET # 99097-TX

ENCLOSED PLEASE FIND 2 ~~ORIGINAL UNBOUND~~ COPIES OF OUR APPLICATION  
TOGETHER WITH 3 UNBOUND COPIES OF THE REVISED APPLICATION.

AS DISCUSSED BY TELEPHONE ON 9-17-99 C.I.O., INC., WILL DO BUSINESS AS SUCH.

ALSO AS DISCUSSED PLEASE WITHDRAW OUR SUBMITTED PRICE LIST, AS WE WILL  
SUBMIT FOR APPROVAL A NEW PRICE LIST UPON CERTIFICATION.

WE UNDERSTAND NO BUSINESS MAY BE CONDUCTED UNTIL THE PRICE LIST IS RE-  
SUBMITTED AND APPROVD BY THE COMMISION.

# C.I.O., INC.

d/b/a FAMILY HOME PHONE SERVICES  
2350 COMMERCE PARK DRIVE  
PALM BAY, FL 32905  
TEL: (407) 727-8327

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Friday, July 23, 1999

Florida Public Service Commission  
Division of Communications  
Certification and Compliance Section  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0866

Dear Sir/ Madam:

We have enclosed our application for the authority to provide (ALEC) Alternative Local Exchange Carrier Service within the State of Florida.

We have attached the following statements in support of our application:

1. Financial Statement (8 – Pages)
2. Managerial Capability and Technical Capability
3. Florida Tariff (Price List – 42 Pages)

Please do not hesitate to contact us at telephone number (407) 727-8327 if you need further information about this application.

Sincerely,  
C.I.O., Inc.

Rick Austin, President/CEO

**RECEIVED**

SEP 21 1999

**CMU**

RECEIVED

SEP 21 1999

APPLICATION FORM

CMU

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:

C.I.O/FAMILY HOME PHONES, INC.

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

FAMILY PHONE SERVICES

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.

2350 COMMERCE PARK DRIVE

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PALM BAY, FL 32905

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TELEPHONE: 1-877-727-8327

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

2350 COMMERCE PARK DRIVE

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PALM BAY, FL 32905

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

<input type="checkbox"/> Individual	<input checked="" 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.
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## 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.

NOT APPLICABLE

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

Corporate charter number: P98000088757

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.

RICK AUSTIN

2350 COMMERCE PARK DRIVE

PALM BAY, FL32905

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

CURRENTLY AN OFFICER IN PRE-CELL SOLUTIONS, INC. , FLORIDA

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## APPLICATION FORM

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

NOT APPLICABLE

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

NOT APPLICABLE

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

A CUSTOMER CAN FILE A SERVICE COMPLAINT BY CALLING OUR

SERVICE DEPT. USING OUR TOLL FREE NUMBER: 1-877-727-8327.

OUR SERVICE DEPT. HOURS ARE FROM 8:00AM - 8:00PM MONDAY

THROUGH FRIDAY.

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 ATTACHED
2. income statement ATTACHED
3. statement of retained earnings. ATTACHED

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. ATTACHED
- C. Technical capability. ATTACHED

(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:  Signature July 26 1999 Date

Title: PRESIDENT/CEO (407) 727-8327 Telephone Number

Address: 2350 COMMERCE PARK DRIVE  
PALM BAY, FL 32905

## 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.**

WE HAVE ENCLOSED OUR PRICE LIST WITH THIS APPLICATION.

C.I.O., INC.  
ISSUED BY: RICK AUSTIN, CEO  
ISSUED: JULY 23, 1999

PROPOSED EFFECTIVE DATE: AUGUST 1, 1999  
Florida Tariff No. I  
Original Page No. I

LOCAL EXCHANGE SERVICES

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TITLE SHEET

FLORIDA

LOCAL EXCHANGE TELECOMMUNICATIONS RESELLER TARIFF

OF

C.I.O., INC.  
2350 Commerce park Drive  
Palm Bay, Florida 32905  
(407) 727-8327

This tariff contains the descriptions, regulations and rates applicable for the furnishing of Local Exchange telecommunications services provided by (C.I.O.) within the State of Florida. This tariff is on file with the Florida Public Service Commission.

LOCAL EXCHANGE SERVICES

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C.I.O., INC.  
ISSUED BY: RICK AUSTIN, CEO  
ISSUED: JULY 23, 1999

PROPOSED EFFECTIVE DATE: AUGUST 1, 1999  
Florida Tariff No. I  
Original Page No. 3

LOCAL EXCHANGE SERVICES

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**CHECK SHEET**

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

PAGE	REVISION	PAGE	REVISION
1	Original	2	Original
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5	Original	6	Original
7	Original	8	Original
9	Original	10	Original
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25	Original	26	Original
27	Original	28	Original
29	Original	30	Original
31	Original	32	Original
33	Original	34	Original
35	Original	36	Original
37	Original	38	Original
39	Original	40	Original
41	Original		

LOCAL EXCHANGE SERVICES

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SYMBOLS

The following Table shows the symbols and their uses.

C	To signify a "Change" in existing rate and/or regulation.
D	To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
I	To signify a rate "Increase".
M	To signify matter "Moved/Relocated" within the tariff with no change to the material.
N	To signify "New" text, regulation, services, and/or rates.
R	To signify a rate "Reduction".
T	To signify a "Text Change" in tariff, but no change in rate or regulation.
Z	To signify a correction.

LOCAL EXCHANGE SERVICES

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**TARIFF FORMAT**

**Page Numbering**

Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.

**Page Revision Numbers**

Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.

**Paragraph Numbering Sequence**

There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:

2  
2.1  
2.1.1  
2.1.1.A  
2.1.1.A.I  
2.1.1.A.1.1  
2.1.1.A.1.1.(a)  
2.1.1.A.1.1(a).I

**Check Sheets**

When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.



C.I.O., INC.  
ISSUED BY: RICK AUSTIN, CEO  
ISSUED: JULY 23, 1999

PROPOSED EFFECTIVE DATE: AUGUST 1, 1999  
Florida Tariff No. 1  
Original Page No. 7

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LOCAL EXCHANGE SERVICES

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**APPLICATION OF TARIFF**

This tariff applies to the furnishing of the Local Exchange Services defined herein by C.I.O., INC., hereinafter referred to as the "Company" or ("C.I.O."). Local Exchange Services are furnished for the use of end-users in placing and receiving local telephone calls within the local calling areas.

The provision of local exchange telecommunications service is subject to regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

C.I.O. reserves the right to offer its Customers a variety of competitive services as deemed appropriate by the Company or similar services as offered by a dominant exchange service provider.

C.I.O. may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

**SERVICE AREA**

Local Exchange Service is provided in the Local Service Areas as defined by the exchange service area maps on file with the FLORIDA Public Service Commission.

**UNDERTAKING OF THE COMPANY**

The Company undertakes to provide the services offered in this tariff on the Terms and Conditions and at the rates and charges specified.

Service will be provided where facilities, billing capabilities and the resale of underlying network elements are technologically and/or economically available and feasible. The furnishing of service under this tariff is subject to the continuing availability of all necessary facilities.

The Company reserves the right to limit use of facilities when necessary due to a shortage of facilities or other causes beyond the company's control.

C.I.O., INC.  
ISSUED BY: RICK AUSTIN, CEO  
ISSUED: JULY 23, 1999

PROPOSED EFFECTIVE DATE: AUGUST 1, 1999  
Florida Tariff No. I  
Original Page No. 8

LOCAL EXCHANGE SERVICES

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Section I - Definitions

Certain terms used generally throughout this tariff for services furnished by the Carrier are defined below.

Access Lines

A telephone facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

Additional

Any listing of a name or other authorized information in connection with a Customer's telephone number in addition to that which is entitled in connection with his regular service.

Advance Payment

A payment required before the start of service.

Applicant

A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

Application

A request made orally or in writing for telephone service.

Authorized User

A person, firm or corporation which is authorized by the Company to be connected to the service of the Customer or joint user.

Prepaid Service

Service on the basis of payment in advance for services provided.

Basic Local Exchange Service

The provision of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

Building

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing and proper protection of inside cable and wire type facilities. In no case can conduit be considered an enclosed passageway.

C.I.O., INC.  
ISSUED BY: RICK AUSTIN, CEO  
ISSUED: JULY 23, 1999

PROPOSED EFFECTIVE DATE: AUGUST 1, 1999  
Florida Tariff No. I  
Original Page No. 9

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LOCAL EXCHANGE SERVICES

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**Section I - Definitions (contd.)**

**Business Service**

Determination as to whether or not Customers' service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

**Commission**

The Florida Public Service Commission.

**Company**

C.I.O., INC. Depending on the context, "Company" may also refer to Agents or Contractors of the Company, including any facilities-based local exchange carrier whose service the Company is reselling to the Customer.

**Continuous Property**

Continuous property is defined as plot of ground, together with any buildings thereon, occupied by the Customer, which is not separated by public thoroughfares or by property occupied by others.

**Contract**

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

**Customer**

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Provided Equipment**

All communications systems, devices, apparatus and their associated wiring, provided by Customer.

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LOCAL EXCHANGE SERVICES

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**Section I - Definitions (contd.)**

**Demarcation Point**

The point where company network services, usually a Network Interface Device (NID), or facilities terminate and, the Company's responsibility for installing and maintaining such services or facilities ends.

**Directory**

A publication containing the dominant LEC(s) alphabetical directory of information relative to a Customer's name or other identification and telephone number.

**Exchange**

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its environs. It may contain one or more central office together with the associated plant, equipment and facilities used in furnishing communication service within that area.

**Exchange Area**

The area within which the telephone company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

**Increment**

Units of measurement defined as minutes, messages or other units charged to a Customer for use of service.

**Interface**

The term "Interface" denotes that point on the premises of the Customer at which provision is made for connection of other than company-provided facilities to facilities provided by the company.

**Interface Equipment**

Equipment provided by the company at the interface location to accomplish the direct electrical connection of facilities provided by the company with facilities provided by other than the company.

**Joint User**

A person, firm or corporation which is designated by the Customer as a user of Local Exchange Service furnished to the Customer and to whom a portion of the charges for the services will be billed under a joint user arrangement as specified herein.

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LOCAL EXCHANGE SERVICES

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**Section I - Definitions (contd.)**

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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling

A communication between two access lines in the same exchange or zone or from an access line in one exchange or zone to another access line within another exchange or zone within its local calling area.

Local Calling Area

The geographic area throughout which a Customer of local exchange service obtains telephone service without payment of a toll charge. It includes the home exchange and may also include other nearby exchanges. A local calling area may consist of one, or more than one, central office areas.

Local Exchange Company (LEC)

LEC refers to the dominant local exchange carrier in an area.

Minimum Service Term

The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

Non-Recurring Charge

The one-time initial charge for services or facilities, including but not limited to, charges for construction, installation or special fees for which the Customer becomes, liable at the time the service order is executed.

Non-Sufficient Funds (NSF) Check

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non-sufficient funds, uncollected funds, account closed, account frozen, no account.

Person

A natural person, firm, partnership, corporation, association, municipality, corporation, organization, government agency, real estate trust or other legal entity.

LOCAL EXCHANGE SERVICES

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**Section I - Definitions (contd.)**

**Point of Demarcation**

The point of demarcation is a point in a Customer's circuit to which the telephone company is responsible for service and beyond which the Customer is responsible for service.

**Premises**

The space occupied by a Customer or authorized user in a building or buildings consisting of all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on continuous property.

**Premise Visit Charge**

A charge applied when the location of reported trouble is found to be in the Customer provided equipment and/or inside wiring.

**Recurring Charges**

The monthly charges paid by the Customer for services, facilities and equipment, which continue for the agreed-upon duration of the service.

**Residence Service**

Service will be classified as Residence Service where the business use, if any, is merely incidental and where the major use is a social or domestic nature.

**Service Central Office**

The term "Service Central Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Service Connection Charge**

The non-recurring charge a Customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

**Service Date**

As defined in Section 2.13.2, the date on which the Company begins providing service to the Customer.

**Service Month**

The period beginning each month on the Service Date and ending on the date one month, minus one day, later. For example, if a Customer's Service Date is May 15, then the Service Month for that Customer will begin on the 15<sup>th</sup> of each month and will end on the 14<sup>th</sup> of the following month thereafter.

C.I.O., INC.

PROPOSED EFFECTIVE DATE: AUGUST 1, 1999

ISSUED BY: RICK AUSTIN, CEO

Florida Tariff No. I

ISSUED: JULY 23, 1999

Original Page No. 13

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LOCAL EXCHANGE SERVICES

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**Section I - Definitions (contd.)**

Service Order

The request for the company's services executed by the Customer and the company in the format devised by the company. The acceptance by the company and the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center

A serving wire center denotes the wire center from which the Customer designated premises would normally obtain dial tone from the company.

User

Any person who uses telecommunications services provided by the Company under the jurisdiction of the Public Service Commission of the State of FLORIDA.

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LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations**

2.1 Liability of the Company

1. The liability of the Company for damages arising out of the furnishing of these services, including but not limited to, mistakes, omissions, interruptions, delays, errors, or defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.20. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special consequential exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
2. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fires, fire flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including the state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal state or local governments, or of any civil or military authority; national emergencies; insurrections; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
3. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
4. 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.
5. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendors equipment.



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LOCAL EXCHANGE SERVICES

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**Section 2.1 - Rules and Regulations (contd.)**

6. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or persons(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.
7. The Company shall not be liable for any damages resulting from delays in meeting any service dates resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction of work.
8. The Company is not liable for any defacement or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
9. The Company shall not be liable for damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Company's willful misconduct or negligence.
10. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the services offered in this tariff.
11. The Company's entire liability for any claim of loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific service in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
12. The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

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LOCAL EXCHANGE SERVICES

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**Section 2.2 - Rules and Regulations (contd.)**

Claims

2.2.1 Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "claims") arising from the use of the services pursuant to this tariff involving:

- A. Claims of third parties, including patrons of Customers of Customers, arising out of, resulting from, or related to use of the services.
- B. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the service.
- C. Claims for patent infringement arising from combining or using facilities and equipment furnished pursuant to this agreement in connection or in combination with facilities or equipment not furnished by the Company.
- D. All other claims arising out of any act or omission of Customer, or Customers or patrons of Customer, in connection with the services made available to Customer pursuant to this agreement. Customer agrees to defend Company against any such claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

2.3 Installation, Testing and Maintenance

- 2.3.1 Installation of Company facilities will be charged on a time and materials basis at rates listed in this tariff.
- 2.3.2 Upon suitable notice, the Company may make such tests, adjustments and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition at rates listed in this tariff. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments or inspections.
- 2.3.3 The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities provided by Company. Company will charge Customers the rates listed in this tariff for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities provided by Company.

LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations (contd.)**

Installation, Testing and Maintenance

2.3.4. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of labor charges as listed in this tariff for the period of time from when Company personnel are dispatched to the Customers premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

2.3.5. If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, the labor charges listed in this tariff will apply.

2.4 Provision of Equipment and Facilities

2.4.1. Except as otherwise indicated, Customer-provided station equipment at the Customers premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

2.4.2. The Company shall not be responsible for the installation, operation or maintenance of any Customer provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- A. The through transmission of signals generated 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 Customer performs such signaling on his/her network control signaling equipment.

LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations (contd.)**

Installation, Testing and Maintenance

2.5 Non-Routine Installation

- 2.5.1 At the Customers request installation and/or maintenance maybe performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on not less than 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 Customers request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.6 Ownership of Facilities

- 2.6.1 Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in any fiber optic or other facilities and associated equipment provided by Company hereunder.

2.7 Rights-of-Way

- 2.7.1 Where economically feasible, Company shall directly or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide service. Except as otherwise provided herein, any and all costs associated with acquiring rights-of-way up to the point of entry to the Customer's location shall be borne entirely by Company.  
Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at Customers location to the termination point where service is finally delivered to Customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit instillation of Company-provided facilities, shall be borne entirely by Customer.

Customers use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

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LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations (contd.)**

2.8 Services Provided by Other Companies

2.8.1 Company shall have no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any dispute or discrepancies with the service provider.

2.9 Governmental Authorizations

2.9.1 The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal, Communications Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

2.10 Assignment

2.10.1 The Company may, without obtaining any further consent from Customer, assign any right privileges or obligations under this tariff. Customer shall not without prior written consent Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, any attempt make such an assignment transfer, disposition without consent shall be null and void.

2.11 Prohibited Uses

2.11.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorizations, license consents and permits required to be obtained by Customer with respect thereto.

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LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations (contd.)**

- 2.11.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to demonstrate that their use of the Company's offering complies with relevant laws, regulations, policies, orders and decisions.
- 2.11.3 The Company may require a Customer to immediately shut down its transmission of signal if said transmission is causing interference to others.
- 2.11.4 Customer use of any resold service obtained from other service providers shall also subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- 2.11.5 A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.
- 2.12 Obligations of the Customer
- 2.12.1 Customer Responsibilities
- A. The Customer shall pay all applicable charges as set forth in this tariff. The Customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of Customer, authorized user, or joint user, or the non compliance by the Customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- B. Customer shall arrange access to any of the rights-of-way, conduit and equipment space, which it is responsible for obtaining pursuant to Section 2.7 above, at any time so that Company's authorized personnel, employees or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company.

LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations (contd.)**

Customer Responsibilities

Customer acknowledges that when repair work is required to restore services after interruption, it may be necessary to provide the access on twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in Customer-provided conduit at any splice or junction box. No credit allowance under Section 2.20 will be made for the period during which service is interrupted for such purposes.

- C. The Customer shall make available to Company such space, power, environmental conditioning and other resources at Customer's premises as Company shall request for the provision of service hereunder.
- D. Customer shall provide a safe place to work, which complies with all laws and regulations regarding the working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to Section 2.7 above, and at which Company authorized personnel, employees or agents may be installing, inspecting, maintaining, replacing, repairing or removing fiber optic cable or other cable or other facilities –and equipment.
- E. Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each Customer termination point, except for premises equipment and building wiring provided by Company as part of the services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in Customers premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and right-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by Customer to comply with the lease or other contractual obligations to which Customer is a party.

LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations (contd.)**

- F. Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses and permits as may be required to permit Customer to comply with its obligations hereunder.

2.12.2 Customer Equipment and Channels

A. In General

- A.1 A Customer may transmit or receive information or signals via the services provided by the Company.

B. Station Equipment

- B.1 Customer-provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer-Provided Station Equipment with Part 68 of the FCC Rules is the responsibility of the Customer.
- B.2 The Customer, authorized user, or joint user, is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, of maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.12.3 Interconnection of Facilities

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



LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations (contd.)**

Interconnection of Facilities

- B. Service 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 carrier which are applicable to such connections.

2.12.4 Inspections

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

2.13 Payment for Service

2.13.1 Payment and Collection of Charges

- A. The Customer is responsible for prepayment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. The Customer's responsibility also includes charges associated with the fraudulent use of facilities and services by the Customer or any end users of the Customer.
- B. Customer shall pay in advance the amount(s) as specified in the tariff for the Services. Non-recurring charges, including construction, are due in advance. Fixed recurring charges shall be paid in advance.
- C. When service does not end on the last day of a Service Month, the charge for the fraction of the Service Month in which service was furnished may be calculated on a pro rata basis. For this purpose, every Service Month is considered to have thirty (30) days. This only applies to fixed monthly recurring charges.

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LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations (contd.)**

2.13.2 Service Date

- A. Upon receipt of an Advance Payment in the amount of the applicable monthly charge (per access line), the Service Order charge plus any other charges due for services requested, the Company will arrange for service to be provided to the Customer. The first date thereafter on which the access line serving the Customer's premise is capable of completing local calls shall be the Service Date.

2.13.3 Taxes and Other Surcharges

- A. Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income).

2.13.4 Minimum Service Term

- A. Service is provided on the basis of a minimum period of at least one Service Month. For the purpose of computing charges in this tariff, a Service Month is considered to have thirty (30) days.

2.13.5 Prepayment for All Services

- A. In order to assure continued service, the Company must receive actual payment to its account for all services to be provided to the Customer on or before the first day of each Service Month. All payment must be made in cash, by wire transfer, by money order or by any other ready funds such that the Company's account will be credited by its bank with the full amount of the Customer's payment immediately upon payment by the Customer. Payment by check issued by the Customer will not be sufficient.

2.13.6 Late Payment Charge

- A. Customers failing to prepay for any service shall be subject to a late payment charge of five (5) percent of the amount due unless payment is received by no later than 5:00 p.m. on the date six (6) days after the first day of the Service Month for which payment is due.

LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations (contd.)**

- 2.15.5 If the Customer is indebted to the company for other than current charges, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.15.6 Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.15.7 In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.16 Cancellation of Service
- 2.16.1 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, the Customer agrees to pay to the 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 as set forth in this tariff all costs, fees and expenses reasonably incurred in connection with 1) all non-recurring charges reasonably expended by the Company to establish service to the Customer, 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, and 3) all recurring charges specified in the applicable service order tariff for the balance of the then-current term.
- 2.16.2 The Company may discontinue the furnishings of any and/or all service(s) to the Customer without incurring any liability:
- A. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its

LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations (contd.)**

personnel, agents, facilities or services. The Company may discontinue service pursuant to the following:

- A.1 The Customer refuses to furnish information to the Company regarding the Customer's credit worthiness, if requested; or its past or current use of common carrier communications services or its planned use of service(s); or
- A.2 The Customer provides false information to the Company regarding the Customer's identity, address, credit worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
- A.3 The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- A.4 The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - A.4.1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff or
  - A.4.2 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - A.4.3 Any other fraudulent means or devices.
- A.5 For failure to pay for service in a timely fashion, in accordance with Section 2.15.1 of this tariff,
- A.6 Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service, as specified in this tariff; or

LOCAL EXCHANGE SERVICES

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**Section 2 - Rules and Regulations (contd.)**

A.7 Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the non-compliance is not corrected within that seven (7) day period.

2.16.3 The 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 up to the time of discontinuance.

2.17. Application for Service

2.17.1 Service is installed and provided upon acceptance by the Company of its standard service application completed by the Customer.

2.18. Cancellation of Application for Service

2.18.1 Applications for service may be canceled at any time prior to notification by the Company that service is available for Customers on or prior to the service date, whichever is later.

2.18.2 Where the Company incurs any expense in connection with applications for service, or where placement of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursement, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the application for or- provision of service.

2.18.3 The charges described above will be calculated and applied on a case by case asis.

2.19 Moves, Adds and Changes

2.19.1 Upon receipt of notice from Customer and prepayment of any related charges, Company will add, delete or change locations or features of specific lines and equipment. Company shall charge Customer a nonrecurring charge for such service.

**Section 2 - Rules and Regulations (contd.)**

The Company may require a signed authorization from the Customer for additions to or changes in the existing service or application.

**2.20 Allowances for Interruption in Service**

2.20.1 A credit allowance will be given on a per-line basis for any period during which any line subscribed to by Customer remains out of service, as defined hereunder, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be deducted by the Customer on payment of next month's charges.

2.20.2 A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this tariff by Company. An interruption period begins when the Customer reports a service to be interrupted and releases it for testing and repair. During the testing and repair period, service is considered to be impaired, but not interrupted.

2.20.3 For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

2.20.4 Two or more service interruptions of the same type to the same line of two (2) hours or more during any one twenty-four hour period shall be considered as one (1) interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line in any twenty-four hour period.

2.20.5 Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections:

A. Interruptions of 24 Hours or Less	
Length of Service Interruption	Credit
Less than 30 Minutes	None
30 Minutes - 2 Hours & 59 Minutes	1/10 Day
3 Hours - 5 Hours & 59 Minutes	1/5 Day
6 Hours - 8 Hours & 59 Minutes	2/5 Day

LOCAL EXCHANGE SERVICES

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Section 2 - Rules and Regulations (contd.)

Interruptions of 24 Hours or Less

9 Hours - 11 Hours & 59 Minutes	3/5 Day
12 Hours - 14 Hours & 59 Minutes	4/5 Day
15 Hours - 24 Hours & 59 Minutes	One Day

B Interruptions Over 24 Hours

- B. I Interruptions of more than twenty-four (24) hours will be credited four (4) hours for each four-hour period or fraction thereof. No more than one full day's credit will be allowed in any twenty-four hour period.

2.21. Limitations on Credit Allowances

2.21.1 No credit allowances will be made for:

- A. Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
- C. Interruptions of service during any period in which the Company is not given access to the premises at which the Company-provided service is interrupted or terminated.
- D. Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
- E. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
- F. Interruptions of service due to circumstances or causes beyond the control of Company.

C.I.O., INC.  
ISSUED BY: RICK AUSTIN, CEO  
ISSUED: JULY 23, 1999  
LOCAL EXCHANGE SERVICES

PROPOSED EFFECTIVE DATE: AUGUST 1, 1999  
Florida Tariff No. I  
Original Page No. 31

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**Section 2 - Rules and Regulations (contd.)**

2.22 Joint Use Arrangements

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



### Section 3 - Description of Services Offered

#### 3.1 Description of Service; No Usage - Sensitive Charges

1. Services are available to business and residence Customers. The classification of service as business or residence is determined by the character of use of the service as stated in the Definitions Section of this tariff.
2. The Company's basic service consists of flat-rate unlimited local calling. None of the services offered by the Company are charged on a per-call or per-minute-of use basis, and therefore the Company has no policy on the timing of calls, call initiation or call termination.

#### 3.2 Local Exchange Service

1. Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a serving central office that provides Customer access to the switched network for placing and receiving calls. Access to 911 Emergency Services is provided at no charge. The Company does not provide interexchange service (also known as "long distance ..... intraLATA," or "toll" service).

##### A. Residence Service

C.I.O. offers residential Customers a monthly flat rate for all their local calling needs. The residential Customer is provided an individual access line and unlimited local calling within their Local Calling Area as defined in Section 1.

##### 1. Monthly Charge Per Access Line; Package

###### For Package A,

The Monthly Charge Per Access Line includes (a) unlimited calling within the specified local calling area, and (b) Call Waiting, as described in Section 3.4. 1 (B) of this Tariff. (A.) MONTHLY CHARGE PER LINE **\$49.95**

LOCAL EXCHANGE SERVICES

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**Section 3 - Description of Services Offered (contd.)**

1. Monthly Charge Per Access Line; Package (cont'd)

**For Package B,**

The Monthly Charge per Access Line includes (a) unlimited calling within the specified local calling area, plus (b) all of the Custom Calling Services listed at Section 3.4.1 A through K of this tariff. (a)

MONTHLY CHARGE PER LINE **\$59.95**

B. Business Service

C.I.O. offers business Customers a monthly flat rate for all their local calling needs. The Customer is provided an individual access line and calling within their Local Calling Area as defined in Section 1.

Monthly Recurring Charge

A monthly recurring charge per access line includes unlimited calling within the specified local calling area.

(a.) MONTHLY CHARGE PER LINE **\$55.00.**

C. FCC Charge for Network Access

C.1 The following FCC Charge for network access applies to all Customers:

C.1.1 Monthly Recurring Charges

(a.)Business \$3.50.

(b.)Residence \$3.50.

D. LifeLine Service

D.1 As Required by Commission.

3.3 Service Connection Charges

3.3.1 Service connection charges are non-recurring charges which apply to ordering, installing or changing of local telephone service. One or more Service Connection Charges may apply to each Customer order depending upon the work functions performed.

LOCAL EXCHANGE SERVICES

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**Section 3 - Description of Services Offered (contd.)**

**A. Description of Charges**

1. Service Order Charge  
Applies to receiving, recording and processing information necessary to execute a Customer's request to connect, move or change telephone service. This charge applies when central office work is required and/or when a Customer establishes a new account.
2. Record Order Charge  
Applies to receiving, recording and processing information necessary to execute a Customer's request where only the Customer, company business office, directory or billing records are involved. This charge also applies to subsequent Customer orders where no central office access work is necessary.
3. Central Office Work Charge  
Applies to the work associated with the establishment or changing of the line connection in the central office.
4. Access Line Work Charge  
Applies to performing work associated with the telephone line extending from the serving central office to the Customer's premise. This includes, but is not limited to, cable cross-connections and connecting or moving the drop wire, protector or network interface device.
5. Premise Labor Charge  
Applies to connect or modify lines or equipment at the Customer's location. Charges are based upon the time spent at the Customer's premises. Premise Labor Charges apply during regularly scheduled work hours (8 AM to 5 PM Monday through Friday). The minimum Premise Labor Charge is one-quarter (1/4) hour.
6. Premise Visit Charge  
Applies to each trip to the Customer's premise for work performed or trouble identified on the Customer's side of the demarcation point. The Premise Visit Charge is waived if trouble is found to be in the Company's equipment (i.e. on the Company's side of the demarcation point).

LOCAL EXCHANGE SERVICES

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**Section 3 - Description of Services Offered (contd.)**

A.7 Primary Interexchange Carrier Change Charge (PIC Change Charge) Applies each time an end user changes primary interexchange carriers. This charge is designed to cover costs incurred to change primary interexchange carriers in the billing systems and switching systems

B. **RATES** [Note: RICK AUSTIN to verify these charges.]

B.1 Non-Recurring Charges

Item	Activity	Residence	Business
B. 1. 1	Service Order Charge	\$40.00	\$60.00
B.1.2	Order Record Charge	\$12.00	\$14.00
B. 1.3	Central Office Work Charge	\$26.00	\$32.00
B. 1.4	Access Line Work Charge	\$12.00	\$26.00
B.1.5	Premise Labor Charge (per 1/4 hr)	\$27.75	\$29.00
B. 1.6	Premise Visit Charge (per visit)	\$27.75	\$29.00
B.1.7	PIC Change Charge	N/A	N/A

3.4 Custom Calling Services

Custom Calling Services are optional service arrangements of central office features furnished to individual line Customers. The following custom calling features are available within the exchange area of all exchanges served by a central office where facilities and operating conditions permit. Customers may subscribe to one or more of the following features:

3.4.1 Features and Functions

- A. Call Forwarding Call Forwarding allows the Customer's calls to follow the Customer to any telephone number of Customer's choice.
- B. Call Waiting/Cancel Call Waiting. Call Waiting permits the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and, by operation of the switchhook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switchhook. Cancel Call Waiting allows a Customer to disable Call Waiting for the duration of an outgoing call by dialing an activation code immediately prior to placing the call. Cancel Call Waiting is automatically deactivated when the Customer disconnects from the call.

LOCAL EXCHANGE SERVICES

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**Section 3 - Description of Services Offered (contd.)**

- C. Three-Way Calling. Permits the Customer to add a third party to an established connection on both outgoing and incoming calls.
- D. Speed Calling. Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. This feature is available as an eight-code list or thirty-code list.
- E. Repeat Dialing. Permits the Customer to have calls automatically redialed when the first attempt reaches a busy number.
- F. Call Screening. Allows the Customer to designate up to ten (10) telephone numbers from which incoming calls will be automatically completed to a prerecorded announcement indicating that calls are not being taken at this time.
- G. Special Call Acceptance. Allows a Customer to select up to twelve telephone numbers from which calls are to be received. All other calls originating from the Customers local exchange area are routed to an announcement informing the caller the Customer is not accepting calls. Calls from outside the Customers exchange area will ring normally. Diverted callers will not be charged to intraLATA toll calls.
- H. Call Blocking. Allows a Customer to block incoming calls from a maximum of twelve (12) numbers. Blocked calls are routed to a recorded announcement which specifies that the called party is not accepting calls. Diverted callers will not be billed for intraLATA toll charges.
- I. Call Return. Allows the Customer to return a call to the last incoming call whether answered or not. Note that the Customer will be unable to return a call outside of the Customer's Local Calling Area unless the Customer subscribes to interexchange (long distance) service from a service provider other than the Company.

C.I.O., INC.  
ISSUED BY: RICK AUSTIN, CEO  
ISSUED: JULY 23, 1999

PROPOSED EFFECTIVE DATE: AUGUST 1, 1999  
Florida Tariff No. I  
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LOCAL EXCHANGE SERVICES

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**Section 3 - Description of Services Offered (contd.)**

- J. Last Number --\_Redial Allows the Customer to automatically place a call to the last called number
- K. Caller ID Automatically displays the phone number, name, date and time of the caller on a display unit (purchased separately) at the time the call is received, enabling the Customer to know who is calling before they pick up the phone. The Company will not be liable for any economic harm, personal injury, invasion of any right of privacy of any person, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by the Company's delivery or failure to deliver the telephone number of the calling party.

3.4.2 Reference to Residential Package

Note that Residential Customers who subscribe to Package B will receive all Custom Calling Service Features and Functions at no additional charge.

LOCAL EXCHANGE SERVICES

Section 4 - Rates

4.1 Rates

A. Non-Recurring Charges

The following nonrecurring charges apply to custom calling services:

Item	Activity	Residence	Business
A.1	New or Change Per Line	\$12.00	\$23.00

B. Recurring Charges

The following monthly recurring charges apply to custom calling services:

Recurring Charge

ITEM	FEATURE	Residence	Business
B. 1	Call Forwarding	\$5.00	\$6.00
B.2	Call Waiting	N/A	\$6.00
B.3	Three-Way Calling	\$5.00	\$6.00
BA	Speed Calling	\$5.00	\$6.00
B.5	Repeat Dialing	\$5.00	\$6.00
B.6	Call Screening	\$5.00	\$6.00
B.7	Special Call Acceptance	\$5.00	\$6.00
B.8	Call Blocking	\$5.00	\$6.00
B.9	Call Return	\$5.00	\$6.00
B.10	Last Number Redial	\$5.00	\$6.00
B.11	Caller ID Deluxe	\$10.00	\$10.00

4.2 Operator Services

4.2.1 Directory Assistance

Customers may obtain directory assistance in determining telephone numbers for a charge by calling the Directory Assistance (D.A.) Operator. A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut off during the call.

A. 1

D.A. Charge Per Call:

\$0.60

LOCAL EXCHANGE SERVICES

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Section 4 - Rates (contd.)

4.3 Directory Listings

4.3.1 The Company provides for a single directory listing in the alphabetical (white) section of the telephone directory published by the dominant exchange service provider in the Customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Non-published listings are not listed in the directory nor in the Company's Directory Assistance Records. Changes and/or additions to directory listings may incur applicable Service Connection Charges.

Monthly Charge

Item	Activity	Residence	Business
A	Initial Listing - White Pages	No Charge	No Charge
B	Additional Listing	\$1.05	\$1.55
C	Non-Published Listing	No Charge	No Charge

4.4 IntraLATA Toll Services

**For the purposes of this tariff, C.I.O. does not provide intraLATA toll services; however, Customers will have access to obtain one plus dialing though a separate long distance provider.**

4.5 Miscellaneous Services

4.5.1 900 976 Call Blocking Service [NOTE: **RICK AUSTIN TO REVIEW**]

A. Calls to other telephone companies' caller-paid information services (e.g. 900, 976), etc. will be blocked by the Company's switch, and such Blocking Service will be offered at no charge in all exchanges where facilities and conditions permit. Customers will not be charged to remove call blocking for the first request, subsequent requests of removal of call blocking or to reinstall call blocking if so desired, will be charged as follows.

Nonrecurring Charge

Item	Feature	Cost
A.1.1	Call Blocking (Per Line	\$12.00
A.1.2	Remove Call Blocking (Per Line	\$12.00
A.1.3	Reinstall Call Blocking (Per Line	\$12.00



LOCAL EXCHANGE SERVICES

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Section 4 - Rates (contd.)

4.5.2 Remote Call Forwarding

- A. Remote Call Forwarding utilizes a telephone number and central office facilities to automatically forward all incoming calls, dialed to that telephone number, to another telephone number within the Customer's Local Calling Area. Applicable Service Connection Charges apply as set forth in Section 3.3, B, of this Tariff in addition to the \$16.00 charge per month.

A. I Charge Per Month: \$16.00

4.5.3 Call Tracing

- A. Allows the Customer to dial a code to automatically request that the Company record a caller's originating telephone number and date and time of call as well as the date and time of the Customer-initiated trace. This information is stored by the Company and disclosed only to a law enforcement agency for investigation purposes

A. 1 Charge Per Trace \$5.00

4.5.4 Customized Number Service

- A. Customized Number Service allows a Customer to order a specified telephone number rather than the next available number and is furnished subject to the availability of facilities. The Company shall not be liable to any Customer for direct, indirect or consequential damages caused by a failure of service, change of number or assignment of a requested number to another Customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

A. I Charge Per Number: \$1.00

4.5.5 Line Hunting

Line Hunting is available to business Customers and allows the Customer to specify a hunting sequence or hunting arrangement for call distribution of incoming calls

A.1 Monthly Charge Per Line: \$10.00

C.I.O., INC.  
ISSUED BY: RICK AUSTIN, CEO  
ISSUED: JULY 23, 1999

PROPOSED EFFECTIVE DATE: AUGUST 1, 1999  
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LOCAL EXCHANGE SERVICES

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**Section 5 – Summary of Fees and Services**

**5.1 SCHEDULE OF FEES AND SERVICES**

Item	Activity	Cost
1	Reactivation Fee	\$25.00
2	Late Charge	\$10.00
3	Up Grade	\$20.00
4	Change of Billing Date	\$1.50/Day
5	NSF Checks	\$25.00
6	Caller ID	\$10.00/month
7	Caller ID Connection Fee	\$20.00
8	Long Distance : Initial Processing Fee	\$25.00
9	Monthly Processing Fee	\$5.00/month
10	Package A	\$49.95
11	Package B	\$59.95
12	Package A / Long Distance	\$54.95
13	Package B/ Long Distance	\$64.95

C.I.O., INC.  
ISSUED BY: RICK AUSTIN, CEO  
ISSUED: JULY 23, 1999

PROPOSED EFFECTIVE DATE: AUGUST 1, 1999  
Florida Tariff No. I  
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LOCAL EXCHANGE SERVICES

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**Section 6 - Promotional Offerings**

6.1 PROMOTIONAL OFFERINGS

6.1.1 The Company may from time to time, upon Commission approval, engage in special promotional service offerings designed to attract new Customers or to increase existing Customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations.

ORIGINAL REVISED

TO: TONI J McCOY, REGULATORY ANALYST

FROM: RICK AUSTIN, C.I.O., INC.

SUBJECT: REQUESTED CHANGES

ALEC APPLICATION

DOCKET # 99097-TX

ENCLOSED PLEASE FIND 2 ORIGINAL UNBOUND COPIES OF OUR APPLICATION TOGETHER WITH 3 UNBOUND COPIES OF THE REVISED APPLICATION.

AS DISCUSSED BY TELEPHONE ON 9-17-99 C.I.O., INC., WILL DO BUSINESS AS SUCH.

ALSO AS DISCUSSED PLEASE WITHDRAW OUR SUBMITTED PRICE LIST, AS WE WILL SUBMIT FOR APPROVAL A NEW PRICE LIST UPON CERTIFICATION.

WE UNDERSTAND NO BUSINESS MAY BE CONDUCTED UNTIL THE PRICE LIST IS RE-SUBMITTED AND APPROVD BY THE COMMISSION.

**RECEIVED**

SEP 21 1999

**CMU**

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION  
99 SEP 21 AM 9:45  
MAIL ROOM

**C.I.O., INC**  
2350 COMMERCE PARK DRIVE N.E STE.; 3  
PALM BAY, FL 32905  
(407)727-8327

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Friday, July 23, 1999

Florida Public Service Commission  
Division of Communications  
Certification and compliance Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida, 32399-0866

Dear Sir/ Madam:

We have enclosed our application to provide (ALEC) Alternative Local Exchange Service within the state of Florida.

We have attached the following statements in support of our application:

1. Financial Statement (8-Pages)
2. Managerial Capability and Technical Capability (1- Page)

Please do not hesitate to contact us at telephone number (407)727-8327 if you need further information about our application.

Sincerely,  
C.I.O., INC

Rick Austin President/CEO

## APPLICATION

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

**Original certificate** (new company).

**Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

**Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

**Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

C.I.O., INC

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

C.I.O., INC

4. Official mailing address (including street name & number, post office box, city, state, zip code):

2350 COMMERCE PARK DRIVE STE., 3

PALM BAY, FL 32905

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

2350 COMMERCE PARK DRIVE STE.; 3

PALM BAY, FL 32905



11. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:**

N/A

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12. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

**Name:** N/A \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

**Internet E-Mail Address:** \_\_\_\_\_

**Internet Website Address:** \_\_\_\_\_

13. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** N/A \_\_\_\_\_

14. Provide **F.E.I. Number**(if applicable): \_\_\_\_\_

15. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

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

N/A

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

**Richard Austin: Director**

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**Pre-Cell Solutions**

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16. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

**Name:** Richard Austin

**Title:** President

**Address:** 2350 COMMERCE PARK DRIVE STE.; 3

**City/State/Zip:** PALM BAY, FL 32905

**Telephone No.:** (407)727-8327 **Fax No.:** 877-202-8803

**Internet E-Mail Address:** cio@bellsouth.net

**Internet Website Address:** \_\_\_\_\_

(b) Official point of contact for the ongoing operations of the company:

**Name:** Rhonda Burnstein

**Title:** General Manager

**Address:** 2350 COMMERCE PARK DRIVE STE.; 3

**City/State/Zip:** PALM BAY, FL 32905

**Telephone No.:** (407)727-8327 **Fax No.:** 877-202-8803

**Internet E-Mail Address:** NONE

Internet Website Address: N/A

(c) Complaints/Inquiries from customers:

Name: Richard Moss

Title: Manager Customer Service Dept.

Address: 2350 COMMERCE PARK DRIVE N.E STE.; 3

City/State/Zip: PALM BAY, FL 32905

Telephone No.: (407)727-8327 Fax No.: 877-202-8803

Internet E-Mail Address: N/A

Internet Website Address: \_\_\_\_\_

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

None for C.I.O., INC Florida as director for Pre-Cell Solutions.

(b) has applications pending to be certificated as an alternative local exchange company.

None

(c) is certificated to operate as an alternative local exchange company.

None for C.I.O., INC Florida as director for Pre-Cell Solutions.

(d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

**NONE**

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(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

**NONE**

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(f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

**Teleconex INC. C.I.O., INC has brought suite against Teleconex INC for breach of contract**

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**and fraude. Case now pending.**

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18. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

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

**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.*

**C.I.O., INC.**  
**Balance Sheet**  
 As of April 30, 2000

	<b>Apr 30, '00</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
FIRST UNION	82,339.00
<b>Total Checking/Savings</b>	82,339.00
<b>Accounts Receivable</b>	
Accounts Receivable	350,498.10
<b>Total Accounts Receivable</b>	350,498.10
<b>Other Current Assets</b>	
Undeposited Funds	4,780.00
<b>Total Other Current Assets</b>	4,780.00
<b>Total Current Assets</b>	437,617.10
<b>Fixed Assets</b>	
Fixed Assets	59,383.00
<b>Total Fixed Assets</b>	59,383.00
<b>TOTAL ASSETS</b>	<b>497,000.10</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
Accounts Payable	16,646.00
<b>Total Accounts Payable</b>	16,646.00
<b>Other Current Liabilities</b>	
Sales Tax Payable	30,944.42
<b>Total Other Current Liabilities</b>	30,944.42
<b>Total Current Liabilities</b>	47,590.42
<b>Total Liabilities</b>	47,590.42
<b>Equity</b>	
Opening Bal Equity	93,895.42
Net Income	355,514.26
<b>Total Equity</b>	449,409.68
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>497,000.10</b>

*R.H.*

09/18/99

**C.I.O.,INC**  
**Profit and Loss**  
May 1 through September 18, 1999

	<u>May 1 - Sep 18, '99</u>
<b>Ordinary Income/Expense</b>	
Income	
Reimbursed Expenses	-70.99
Returns & Allowances	-216.95
Sales	
RE-OCCURRING SALES	515,740.38
Total Sales	<u>515,740.38</u>
Total Income	515,452.44
Cost of Goods Sold	
Advertising	
LITTLE PAPER	407.00
ROBINSON & MARKOWITZ	8,800.00
THRIFTY NICKEL	1,019.00
WARNER BROTHERS TV, JACKSONVILL	6,450.00
Advertising - Other	668.90
Total Advertising	<u>17,344.90</u>
Cost of Goods Sold	
AGENT COMMISSIONS	8,656.00
BELL SOUTH TELEPHONES	38,760.00
Cost of Goods Sold - Other	225.00
Total Cost of Goods Sold	<u>47,641.00</u>
Total COGS	<u>64,985.90</u>
Gross Profit	450,466.54
Expense	
Automobile Expense	724.00
Bank Service Charges	2,121.00
CUSTOMER REFUND	234.00
Equipment Rental	444.00
Licenses and Permits	250.00
Miscellaneous	2,500.00
Office Supplies	7,623.00
Payroll Expenses	48,725.29
Postage and Delivery	
UPS	1,524.00
US POST OFFICE	300.00
Postage and Delivery - Other	714.00
Total Postage and Delivery	<u>2,538.00</u>
Printing and Reproduction	
FLAMING PRINTING	1,936.00
Total Printing and Reproduction	<u>1,936.00</u>



09/18/99

**C.I.O.,INC**  
**Profit and Loss**  
May 1 through September 18, 1999

	<u>May 1 - Sep 18, '99</u>
<b>Professional Fees</b>	
Accounting	292.00
<b>COMPUTOR PROGRAMING</b>	2,935.00
Legal Fees	1,854.00
<b>Total Professional Fees</b>	<u>5,081.00</u>
<b>Rent</b>	10,075.04
<b>Repairs</b>	
Building Repairs	5,922.10
Computer Repairs	928.00
Equipment Repairs	84.79
<b>Total Repairs</b>	<u>6,934.89</u>
<b>Telephone</b>	4,813.06
<b>Travel &amp; Ent</b>	
Entertainment	196.00
<b>Total Travel &amp; Ent</b>	<u>196.00</u>
<b>Utilities</b>	
Gas and Electric	666.00
Utilities - Other	91.00
<b>Total Utilities</b>	<u>757.00</u>
<b>Total Expense</b>	<u>94,952.28</u>
<b>Net Ordinary Income</b>	<u>355,514.26</u>
<b>Net Income</b>	<u><u>355,514.26</u></u>

R  
J

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
  2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
  3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.
- B. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.
- C. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

## **MANAGERIAL CAPABILITY**

Our managerial team has combined managerial experience of over fifty years in various areas of management. All of our managers have experiences at the CEO and Presidential levels. In addition, to the “in the trenches” experience our top managers bring strong academic backgrounds (Master’s degree level) in business to the enterprise.

## **TECHNICAL CAPABILITY**

Our technical staff brings over fifty years experience in the telephone industry to the enterprise. These experiences include Central Office Switches, Main Distribution Frame, Line Installation and Outside Construction design and implementation.



**\*\* APPLICANT ACKNOWLEDGMENT STATEMENT \*\***

- 1. REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
- 2. GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
- 3. SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- 4. APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

**UTILITY OFFICIAL:**

<u><i>Frank Rust</i></u> Signature	<u>9/16/99</u> Date
<u>C.F.O.</u> Title	<u>407-727-8327</u> Telephone No.
<u>Address: 2350 Commerce Pk Dr.</u> <u>Palm Bay FL 32905</u>	<u>1-877-727-9455</u> Fax No.

**ATTACHMENTS:**

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - INTRASTATE NETWORK
- C - AFFIDAVIT

**CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT**

I, (Name) \_\_\_\_\_,

(Title) \_\_\_\_\_ of (Name of Company)

\_\_\_\_\_ and current holder of Florida Public Service Commission Certificate Number # \_\_\_\_\_

\_\_\_\_\_, have reviewed this application and join in the petitioner's request for a:

( ) sale

( ) transfer

( ) assignment

of the above-mentioned certificate.

N/A

**UTILITY OFFICIAL:**

N/A

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_

Address: \_\_\_\_\_

Fax No. \_\_\_\_\_

**INTRASTATE NETWORK** (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

**1. POP:** Addresses where located, and indicate if owned or leased.

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

**2. SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

**3. TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

**INTRASTATE NETWORK** (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

**1. POP:** Addresses where located, and indicate if owned or leased.

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

**2. SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

**3. TRANSMISSION FACILITIES:** POP-to-POP facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

**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 company 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."

UTILITY OFFICIAL:

<u><i>T. K. West</i></u> Signature	<u>9/16/99</u> Date
<u>C.O.O</u> Title	<u>407-727-8327</u> Telephone No.
<u>Address: 2350 Commencement Pk DR</u>	<u>877-727-<del>8327</del> 9455</u>
<u>Palm Bay FL. 32905</u>	<u>Fax No.</u>