

ORIGINAL

RECEIVED-FPSC

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

JUL 23 AM 11:19

RECORDS AND REPORTING

JUL 23 AM 11:19

RECEIVED-FPSC

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

A.J. of person who forwarded check

# APPLICATION FORM

for

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

### INSTRUCTIONS

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

Florida Public Service Commission  
Division of Communications  
Certification & Compliance Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850  
(850) 413-6800

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

FORM PSC/CMS 8 (11/86)  
Required by Chapter 364.337 F.S.

DOCUMENT NUMBER - DATE

~~02180~~ JUL 23 8

FPSC-RECORDS/REPORTING

## APPLICATION FORM

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

Original authority (new company)

Approval of transfer (to another certificated company)

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

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

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

Approval for transfer of control (to another certificated company)

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

2. Name of applicant:

Public Telephone Network

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

name

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

Fictitious name registration number: N/A

## 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.

No

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

Corporate charter number: K61720

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.

Geeth Reeves, President

6015 N.W. 7th Avenue

Miami, Florida 33137

Phone No. 305-754-1940

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

N/A

## APPLICATION FORM

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

Original authority (new company)

Approval of transfer (to another certificated company)

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

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

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

Approval for transfer of control (to another certificated company)

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

2. Name of applicant:

Public Telephone Network

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

Same

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

Fictitious name registration number: N/A

# APPLICATION FORM

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

\_\_\_\_\_  
6015 N.W. 7th Avenue  
\_\_\_\_\_  
Miami, Florida 33137  
\_\_\_\_\_  
305-754-1940  
\_\_\_\_\_

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

Same  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

<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.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 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.

No

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

Corporate charter number: K61720

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.

Gerth Reeves, President

6015 N.W. 7th Avenue

Miami, Florida 33137

Phone No. 305-754-1940

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

N/A

## APPLICATION FORM

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

No

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

No

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

Contact Newell Daughtrey, at the address, telephone  
and/or fax numbers listed in item 10 above.

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. See Attachment A**

**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: This is a new entity and its business plan and proforma financial statements are included in Attachment A.**

## APPLICATION FORM

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

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

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

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

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

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

- B. Managerial capability.
- C. Technical capability.

(If you will be providing local intra-exchange switched telecommunications service, then state how you will provide access to 911 emergency service. If the nature of the emergency 911 service access and funding mechanism is not equivalent to that provided by the local exchange companies in the area to be served, describe 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 837.08, 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. 776.062 and s. 776.063".

Official: *Arthur C. Reeves*  
Signature

2 JULY 1998  
Date

Title: President

(305) 754-1940  
Telephone Number

Address: 6015 N.W. 7th Avenue  
Miami, FL 33127

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

**Opening Balance Sheet**

**Assets**

Cash	\$ 23,000
Equipment (Computers, Cables and Phones)	50,000
Furniture and Fixtures	25,000
Leasehold Improvements	<u>52,000</u>
Total	<u>\$157,000</u>

**Liabilities and Stockholders Equity**

Stockholders	\$157,000
Total	<u>\$157,000</u>

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

**Income Projections  
Year One**

Sales	\$8,000,000
Cost of Sales and Expenses	<u>7,200,000</u>
Net Profit	<u>\$ 800,000</u>



Name & Location of Institution	Account #	Owners of Accts.	Type of Account (CD, MM, IRA, Checking, Savings, Trust, etc.)	Total (\$ Amount)	Pledged? Y/N	Owner(s) Code*
Peoples Bank		R. Reeves	Checking	15,000	N	A
Peoples Bank		R. Reeves	Savings	50,000	N	A

No. of Shares or Face Value (Bonds)	Description of Security	Market Value	Margin? Y/N	Restricted? Y/N	Pledged? Y/N	Owner(s) Code*

No. of Shares	Name & Description	Source of Value	Value	% of Company Owned	Pledged? Y/N	Owner(s) Code*
1,046,500	WGLC, Inc.	Bank Holding Company	3,139,500	63%	N	A
	Courthouse Foods, Inc.	Barber King Stores	300,000	60	N	A

\*Owner(s) Code: A = Applicant AC = Joint Account of Applicant and Co-Applicant JC = Joint Account of Co-Applicant and another party  
 C = Co-Applicant JA = Joint Account of Applicant and another party

Name of Insurance Company	Owner of Policy	Name of Beneficiary	Face Value of Policy	Policy Loans	Cash Surrender Value	Assigned? Y/N
Metropolitan	Rachel Reeves	Jania Reeves	50K	0	5K	N

Description & Address of Property	Title in Name of	Purchase Date	Cost	Mortgage Holder	Maturity Date	Present Mtg. Balance	Monthly Payt.	Market Value
2082 NE 120 Road	Rachel Reeves	1990	725,000	0		0		1.1MM
7600 NW 14 Court	Rachel Reeves	1981	45,000	Magna		12,000	390	65,000
The Grand #3648	Rachel Reeves	1994	170 K	Peoples		135,000	1502	200,000
770 NW 58 St #2	Rachel Reeves	1982	40,000	1st National		10,000	380	60,000

Description & Address of Property (Type & Size)	Title in Name of	% Owned	Purchase Date	Cost	Mortgage Holder	Maturity Date	Present Mtg. Balance	Monthly Payt.	Market Value
Evergreen Cemetery	Garth & R. Reeves	80%	1995		None		0		250,000
EMSD, Inc.	"	50%			City of Miami	1998	60K	2100	1.5M
Semit Funding, Inc.	Rachel Reeves	100%	1996		None		0		160,000

Name of Creditor & Account #	Orig. Amount of Loan	Payment/ Repayment Terms	Maturity Date	Interest Rate	Description of Collateral (if any)	Balance Owing	Debtor(s) Code*
Peoples Bank		1502 mo.			Condo #3648	135,000	A
1st Nationwide		275 mo.			Tombas #2	10,000	A
Magna		390 mo.			3 Br House	12,000	A

\*Debtor(s) Code: A = Applicant AC = Joint Account of Applicant and Co-Applicant JC = Joint Account of Co-Applicant and another party  
 C = Co-Applicant JA = Joint Account of Applicant and another party

**Personal Information**

DEPENDENTS: Number: 1 Ages: 8 ALLIANCE, GRANT SUPPORT/ADMIT/GRANT/EXP/DATE: \$ 0 INCOME TAX SETTLED THROUGH DATE:

DO YOU HAVE A WILL?  Yes  No If Yes, name of executor:

DO YOU HAVE DISABILITY INSURANCE?  Yes  No If Yes, name of carrier:

DO YOU OR ANY BUSINESS ENTITY IN WHICH YOU HAVE AN INTEREST HAVE ANY UNPAID TAXES OR UNPAID TAXES?  Yes  No If Yes, describe:

The information contained in this statement is provided for the purpose of obtaining, or maintaining credit with the Bank on behalf of the undersigned or person, firm or corporation in whose behalf the undersigned may either severally or jointly with others, execute a security in the Bank's favor. Each undersigned understands that the Bank is relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that the Bank may consider this statement as continuing to be true and correct until a written notice of a change is given to the Bank by the undersigned. The Bank is authorized to make all inquiries it deems necessary to verify the accuracy of the statements made herein, and to determine the credit worthiness of the undersigned. Additionally, the Bank is authorized to share this statement with Bancnet Bank, Inc. and its subsidiaries. The Bank is authorized to answer questions about its credit experience with the undersigned.

DATE SIGNED: 7/9/98	SIGNATURE (INDIVIDUAL): <i>Walter D. Reeves</i>	SOCIAL SECURITY #: 263-92-8551	DATE OF BIRTH: 5/22/60
DATE SIGNED:	SIGNATURE (OTHER PARTY/CO-APPLICANT):	SOCIAL SECURITY #:	DATE OF BIRTH:



Name & Location of Institution	Account #	Owners of Accts.	Type of Acct. (Savings, IRA, Checking, etc.)	Total (\$ Amount)	Flagged Y/N	Owner(s) Code*
Peoples Bank		G. Reeves	Checking	30,000		
Capital Bank		G. Reeves	Checking	15,000		

No. of Shares or Face Value (Bonds)	Description of Security	Market Value	Margin Y/N	Flagged Y/N	Owner(s) Code*

No. of Shares	Name & Description	Source of Value	Value	% of Company Owned	Flagged Y/N	Owner(s) Code*
21,253	Capital Bank BA		188,000			A
4,753	Barrick Center		483,000			A
220,000	WOLC, Inc. (Peoples)		1,100,000	47		A

\*Owner(s) Code: A = Applicant  
 C = Co-Applicant  
 AG = Joint Account of Applicant and Co-Applicant  
 JA = Joint Account of Applicant and another party  
 JC = Joint Account of Co-Applicant and another party

Name of Insurance Company	Owner of Policy	Name of Beneficiary	Face Value of Policy	Policy Loans	Cash Surrender Value	Flagged Y/N
Guardian Life	G. Reeves	B. Reeves	100,000	none	200,000	
Prudential	G. Reeves	B. Reeves	100,000	none	50,000	
Metropolitan	G. Reeves	B. Reeves	100,000	none	40,000	

Description & Address of Property	Title in Name of	Purchase Date	Cost	Mortgage Holder	Maturity Date	Prepaid Balance	Monthly Pay.	Market Value
2082 WE 121 Rd	G. Reeves	1994	675,000	none				900,000
Fraserford Condo	G. Reeves	1989	55,000					90,000
House, Evans, Ga.	G. Reeves	1983	85,000					300,000

Description & Address of Property (Type & Size)	Title in Name of	% Owned	Purchase Date	Cost	Mortgage Holder	Maturity Date	Prepaid Balance	Monthly Pay.	Market Value
Dade Properties	Garth Reeves	100%		1,900	none				1,000
Statewide Properties	Garth Reeves	100%		600	none				600

Name of Creditor & Account #	Orig. Amount of Loan	Payment/Repayment Terms	Maturity Date	Rate	Collateral (if any)	Balance Owng	Flagged Y/N	Owner(s) Code*

\*Debtor(s) Code: A = Applicant  
 C = Co-Applicant  
 AG = Joint Account of Applicant and Co-Applicant  
 JA = Joint Account of Applicant and another party  
 JC = Joint Account of Co-Applicant and another party

**Personal Information**

SSN: [REDACTED] ALMOST ALL SUPPORTING DOCUMENTS MUST BE SUBMITTED TO THE BANK BY THE DATE: 12/31/95

DO YOU HAVE A WILL?  Yes  No If Yes, name of executor: \_\_\_\_\_

DO YOU HAVE DISABILITY INSURANCE?  Yes  No If Yes, name of carrier: \_\_\_\_\_

HAVE YOU OR ANY BUSINESS ENTITY IN WHICH YOU HAVE BEEN ASSOCIATED EVER BEEN DECLARED BANKRUPT?  Yes  No If Yes, describe: \_\_\_\_\_

The information contained in this statement is provided for the purpose of obtaining, or maintaining credit with the Bank on behalf of the undersigned or person, firm or corporation in whose behalf the undersigned may either severally or jointly with others, execute a security in the Bank's favor. The undersigned understands that the Bank is relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant credit to the undersigned. The undersigned understands that the information provided is true and complete and that the Bank may consider this statement as constituting to be true and complete. The undersigned understands that the Bank is authorized to make all inquiries it deems necessary to verify the accuracy of the statements made herein, and to determine the creditworthiness of the undersigned. The Bank is authorized to share this statement with Banknet Bank, Inc. and its subsidiaries. The Bank is authorized to answer all inquiries regarding this statement.

DATE SIGNED: 5/21/98	SIGNATURE: <i>Garth C. Reeves</i>	SOCIAL SECURITY #: 261-26-1424	DATE OF BIRTH: 2/12/19
DATE SIGNED:	SIGNATURE (OTHER PARTY/CO-APPLICANT):	SOCIAL SECURITY #:	DATE OF BIRTH:

**TITLE SHEET**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

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

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127



**CHECK SHEET**

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

1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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Section 3 - Basic Service Descriptions and Rates.....14

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

**SYMBOLS DEFINITIONS**

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

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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**PRICE LIST FORMAT SHEETS**

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 11 and 12 would be 11.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Florida Public Service Commission. For example, the 4th revised Sheet 12 cancels the 3rd revised Sheet 12. Because of various suspension periods, deferrals, etc, the Florida Public Service Commission follows in their price list approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(1).
- 2.1.1.A.1.(a).I.(1).(1).

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

**EXCHANGE SERVICE LIST**

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

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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

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

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

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

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

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

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

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

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

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

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

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CON'T.**

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

FPSC - The Florida Public Service commission.

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

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

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

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

PUBTEL - Public Telephone Network, Inc.

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

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

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

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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**SECTION 2 - RULES AND REGULATIONS**

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

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

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

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

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

**2.2 Limitations.**

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

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127



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**SECTION 2 - RULES AND REGULATIONS CON'T.****2.2 Limitations (Cont.)**

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

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EFFECTIVE: \_\_\_\_\_

By:

Garth Reeves, President  
Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

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equipment from the subscriber's premises upon:

- a. Abandonment of the service.
- b. Impersonation of another with fraudulent intent.
- c. Non-payment of any sum due the Company.
- d. Abuse or fraudulent use of service.

2.2.10 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

## 2.3 Liabilities of the Company

### 2.3.1 Service irregularities

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

2.3.2 PUBTEL, Inc. Shall be indemnified and held harmless by the Customer against the following:

- A) Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
- B) All other claims arising out of any act or omission of the Customer in connection with any service or facilities provided by the Company.

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**2.4 Deposits**

The Company does not require any deposits from the Customer.

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

**2.6 Taxes**

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

**2.7. Payment Terms**

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

**2.8 Late Payment Fee**

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

**2.9 Returned Check Fee**

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

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Miami, Florida 33127

**SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES**

**3.1 Service Offerings**

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

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

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

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ISSUED:

EFFECTIVE:     

By:

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Public Telephone Network, Inc.  
6015 Northwest 7th Avenue  
Miami, Florida 33127

DEPOSIT

DATE

D 8 1 7

JUL 23 1998

FLORIDA PUBLIC SERVICE COMMISSION  
CAPITAL CIRCLE OFFICE CENTER - 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0880

# APPLICATION FORM

for

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

### INSTRUCTIONS

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

Florida Public Service Commission  
Division of Communications  
Certification & Compliance Section

1004



**PUBTEL**

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

DATE July 2, 1998

63-676/670

PAY TO THE ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION

\$ 250.00

*Two hundred fifty &*

DOLLARS



*Scott C. Rivers*

FOR APPLICATION FOR ALEC