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March 3, 2000

VIA OVERNIGHT MAIL

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0870

ORIGINAL

000284-IX

Re: Application of ConnectSouth Communications of Florida, Inc. for Authority to Provide Alternative Local Exchange Service in Florida

Dear Ms. Bayo:

Enclosed for filing on behalf of ConnectSouth Communications of Florida, Inc. ("ConnectSouth") please find an original and five (5) copies of ConnectSouth's application for authority to provide alternative local exchange service in Florida. Also enclosed is a check in the amount of \$250.00 to cover the application filing fee.

Please note that ConnectSouth is requesting confidential treatment of its financial statements which are attached as Exhibit 1 to its certification application. Pursuant to Section 364.183(1) of the Florida Rules of Practice and Procedure, ConnectSouth is filing one original copy of its financial information and two (2) redacted copies. The financial information included in Exhibit 1 to ConnectSouth's application, contains proprietary, commercially sensitive information that, if disseminated, could be used to the Applicant's detriment by competitors. Applicant therefore respectfully seeks to have this information protected as it constitutes sensitive and proprietary data.

Please date-stamp the enclosed extra copy of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Paul W. Garnett at (202) 945-6925. Thank you very much.

This claim of confidentiality was filed by or on behalf of a telecommunications company for Confidential Document No. 02950-00. The document has been placed in locked storage pending staff advice on handling. Your name must be on the CASR to access the material. If it is undocketed, your division director must obtain written permission from the EXD/Tech before you can access it.

Respectfully yours,



Andrew D. Lipman
Paul W. Garnett

Counsel for ConnectSouth Communications of Florida, Inc.

Enclosures

cc: Walker D'Haeseleer, Director Communications Division
Christopher E. Hugman

321867.1

DOCUMENT NUMBER-DATE

02923 MAR-68

FPSC-RECORDS/REPORTING

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

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

000284-TX

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- Print or type all responses 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.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

- ◆ If you have questions about completing the form. contact:

Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

APPLICATION

1. This is an application for ✓ (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:

ConnectSouth Communications of Florida, Inc.

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

ConnectSouth Communications of Florida, Inc.

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

9600 Great Hills Trail

Suite 250 East

Austin, Texas 78759

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

N/A

6. Structure of organization:

- () Individual () Corporation
() Foreign Corporation () Foreign Partnership
() General Partnership () Limited Partnership
() Other _____

7. **If individual**, provide:

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

8. **If incorporated in Florida**, provide proof of authority to operate in Florida:

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

9. **If foreign corporation**, provide proof of authority to operate in Florida:

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

ConnectSouth is in the process of registering with the Florida Secretary of State and will provide their corporate registration number upon receipt from the Florida Secretary of State.

10. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

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

N/A

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

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

N/A

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

Name: _____

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): 74-2931070

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.

Not applicable.

(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.

Not applicable.

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

(a) The application:

Name: Patricia Ann Garcia Escobedo

Title: Director of Regulatory

Address: 960 Great Hills Trail, Suite 250 East

City/State/Zip: Austin, TX 78759

Telephone No.: (512) 681-9224 **Fax No.:** (512) 681-9010

Internet E-Mail Address: PEscobedo@csouth.net

Internet Website Address: None

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

Name: Christopher E. Hugman

Title: VP Operations and General Manager

Address: 9600 Great Hills Trail, Suite 250 East

City/State/Zip: Austin, Texas 78759

Telephone No.: (512) 681-9000 **Fax No.:** (512) 681-9020

Internet E-Mail Address: CHugman@csouth.net

Internet Website Address: None

(c) Complaints/Inquiries from customers:

Name: William Hardy

Title: Director of Client Services

Address: 9600 Great Hills Trail, Suite 250 East

City/State/Zip: Austin, Texas 78759

Telephone No.: (512) 681-9000 Fax No.: (512) 681-9010

Internet E-Mail Address: Whardy@csouth.net

Internet Website Address: None

17. List the states in which the applicant:

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

Not applicable, as Applicant has not yet operated as an alternative local exchange company in any state.

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

Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee

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

Applicant is certificated to operate as an alternative local exchange company in Alabama, Mississippi and Texas.

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

Not applicable, as Applicant has not been denied authority to operate as an alternate local exchange company in any state.

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

Not applicable, as Applicant has not had regulatory penalties imposed for violations of statutes in any state.

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

Not applicable, as Applicant has not been involved in any civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity in any state.

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.

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.

CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____,

(Title) _____ of _____

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.

UTILITY OFFICIAL:

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) To be determined _____	2) _____
_____	_____
3) _____	4) _____
_____	_____

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

1) To be determined _____	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.

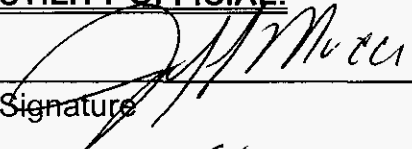
<u>POP-to-POP</u>	<u>OWNERSHIP</u>
1) To be determined _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

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:

Signature		Date	_____
Title	<i>CEO</i>	Telephone No.	(512) 681-9000
Address:		Fax No.	(512) 681-9020
9600 Great Hills Trail, Suite 250 East			
Austin, Texas 78759			

CONFIDENTIAL EXHIBIT 1

FINANCIAL STATEMENTS

ConnectSouth is financially qualified to provide telecommunications services in Florida. In particular, ConnectSouth has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. Application will initially rely on the financial resources of its parent company, ConnectSouth, LLC. ConnectSouth, LLC is a limited liability company formed under the laws of the State of Delaware on September 29, 1999. As such, application does not have audited financial statements for the past three years.

In support of ConnectSouth's application, attached hereto as Confidential Exhibit 1 is a copy of ConnectSouth's unaudited balance sheet and cashflow projections. Confidential Exhibit 1 is offered to demonstrate the financial qualifications of ConnectSouth to provide the telecommunications services for which authority is requested. The capital available to ConnectSouth, as evidenced by Confidential Exhibit 1, will be available to meet ConnectSouth's current and future capital needs as it implements and maintains its network and provides service to Florida customers.

EXHIBIT 2
MANAGERIAL AND TECHNICAL QUALIFICATIONS

Resumes of Key Personnel

ConnectSouth Communications of Florida, Inc. Key Management Personnel

Name	Position
Jeff Mucci	Chief Executive Officer/ President/ Director
Christopher E. Hugman	Vice President Operations and General Manager
Olin Kropog	Regional VP/GM – East VP Marketing
Dan Cobb	RVP Sales – Texas/Oklahoma
Mark Harrison	Project Manager – Texas/Oklahoma
Eric Adler	Regional Engineering – Texas/Oklahoma
Steve Dyer	Provisioning Manager

The following write-ups present a brief overview of the qualifications of key ConnectSouth Communications of Florida, Inc. ("ConnectSouth") management personnel. By leveraging prior working relationships within the ranks of Brooks Fiber, MFS/Worldcom, Williams Company and Cisco, ConnectSouth has rapidly assembled a diverse and experienced operational team well-versed in the design, construction and operation of voice and data networks. This exceptional operational group coupled with a proven unbundled network element provisioning management tier will allow ConnectSouth to rapidly execute its business plan. Finally, ConnectSouth has recruited an aggressive senior sales and marketing team with a proven track record of selling and marketing both services and internet access to carriers, ISPs and business users located in the southern United States.

Jeff Mucci

Chief Executive Officer/ President/Director

From the period of December 1997 up until the October 1999 formation of ConnectSouth Communications of Florida, Inc., Mr. Mucci had served as cofounder, President/COO and Board member of LEC Unwired, LLC. Mr. Mucci was central in the initiation and oversight relative to the deployment of US Unwired's start-up CLEC and internet business plan. As President, Mr. Mucci not only developed LEC Unwired's business plan, but secured \$24 million private debt/equity financing with commitments for an additional \$100 million, negotiated interconnection/collocation agreements with both BellSouth and Southwestern Bell Telephone, and recruited experienced sales, marketing, operations, and engineering management personnel. By the time Mr. Mucci departed LEC Unwired, he had matured the company to a staff in excess of 100 employees, facilities-based local service in three markets, internet access in seven markets and an annualized revenue-run rate in excess of \$ 6.0 million (improving from nearly \$ zero in less than nine months.)

To meet the growing business needs for dedicated internet access at an affordable price point, Mr. Mucci, during the six months prior to the ConnectSouth formation, had evaluated DSL vendors and had begun deployment of DSL equipment in twenty (20) central offices in Louisiana

Immediately prior to his tenure at LEC Unwired, LLC, Mr. Mucci was Vice President of Sales – Eastern Region with Advanced Radio Telecom ("ART") where he was responsible for developing the carrier market (ILEC, IXC, CLEC, ISP, cable companies and large end users) for broadband wireless networks. Before joining ART, Mr. Mucci was employed by Metropolitan Fiber Systems (MFS) where he held various managerial positions in sales, marketing, and business development including director of the shared-tenant business unit which offered local, long distance, and internet service in fourteen (14) cities nationwide.

Mr. Mucci received a B.S. in Financial Management from Clemson University in 1985.

Christopher E. Hugman
VP Operations and General Manager

Before the October 1999 formation of ConnectSouth, Mr. Hugman was vice president and general manager of Prime Telecom in Washington, DC. Mr. Hugman's duties and responsibilities at Prime Telecom included the development and implementation of that company's plan to deploy CLEC/Internet services in the National Capital area using CATV infrastructure. His area of oversight included all phases of regulatory, engineering, operations, sales and marketing. In the course of formulating the Prime Telecom operational plan, Mr. Hugman developed advanced ATM/IP network architecture as well as an OSS architecture supporting the operation, and conducted vendor evaluation and selection process for the required systems.

Prior to joining Prime Telecom, Mr. Hugman was with Brooks Fiber Properties as General Manager in Oklahoma City as well as Director of Engineering for the south-central region. During his tenure at Brooks, he successfully built the company's Oklahoma City operations into one of the top three producing offices in the forty-city Brooks Network. The Oklahoma City network would serve as a model for new projects and would be comprised of more than 75 employees, 150 miles of fiber and a Lucent 5ESS switch. As Director of Engineering, Mr. Hugman established and directed a 20-person staff responsible for the engineering, design, policy, procedure, budgeting and capacity management for the south-central region which would eventually encompass the markets of Oklahoma City, Tulsa, Little Rock, Springfield and Jackson, MS. In both positions, Mr. Hugman was heavily involved with the ILEC on interconnection, operational and regulatory related matters.

Prior to joining Brooks Fiber in 1994, Mr. Hugman held various management and staff positions with both Wiltel and Southwestern Bell in regulatory, local access planning, sales, sales support and network engineering. Mr. Hugman graduated from Southern Methodist University with a BS in Electrical Engineering and a subsequent Masters of Business Administration.

Olin Kropog

VP/General Manager – Gulf States

Mr. Kropog has worked closely with Senior Management up until the inception of ConnectSouth and is currently serving as ConnectSouth's Vice President and General Manager for the Gulf State region which will eventually include Louisiana, Alabama, Mississippi, and portions of Florida and Tennessee. Mr. Kropog is responsible for developing and leading direct and indirect sales channels as well as insuring the timely collocation installation and network construction. Additionally, Mr. Kropog has brought to the company additional expertise in the development and management of internet and web marketing programs along with creating the type of product innovations advantageous to small to medium sized business enterprises.

Prior to joining ConnectSouth, Mr. Kropog served as Director of Sales for Petrocom Communications, an offshore cellular provider seeking to leverage existing switching and fiber facilities into a Gulf Stage regional CLEC/Internet Strategy. In this capacity, Mr. Kropog was responsible for developing the business plan and participated in financing presentations. Immediately preceding his recruitment to Petrocom, Mr. Kropog was SVP Sales and Marketing for American Metrocom, a start-up CLEC/Internet Company based in New Orleans and Branch General Manager for MCI responsible for all Louisiana markets.

Additionally, Mr. Kropog has more than 10 years experience working extensively throughout Bell South's nine state region in various director and management level sales positions within Bell South's Federal, National and Major Accounts divisions. Mr. Kropog is a native of New Orleans with an MBA from Loyola School of Business and a BS in Physical Education and Math from Southern Louisiana University

Dan Cobb

Western Region Vice President of Sales

Over the past six years, Mr. Cobb has held sales and sales management positions in various Texas, Oklahoma and Missouri markets with MCI Worldcom, Brooks Fiber, Wiltel and MCI. Mr. Cobb demonstrated his leadership skills by being the number one sales representative and the number four sales manager in the Brooks Fiber Organization during 1997 and 1998. Immediately prior to joining the ConnectSouth team, Mr. Cobb was a Sales Manager for Worldcom's Telecom group in Ft. Worth where he was responsible for driving monthly sales revenue for the following MCI Worldcom product lines: (a) Competitive Access Services, (b) IXC private line, (c) frame relay, (d) ATM, (e) collocation and (f) internet Services. Mr. Cobb was a regular member of the elite sales recognition programs within each of the above-mentioned companies.

Mr. Cobb holds a BS in Accounting from Oklahoma State University

Mark Harrison
Director – Project Management

Mr. Harrison brings to ConnectSouth a strong project management and operations background. Prior to joining ConnectSouth, Mr. Harrison held the position of Local Operations Manager for MCI Worldcom in Oklahoma City with responsibility for all service operations, maintenance and network implementation on that company's local service network. Mr. Harrison had previously served MCI as its Oklahoma City region's Network Implementation Manager with responsibility for deployment network equipment and fiber optics in customer locations, collocations with the ILEC and CLEC central offices.

Before his tenure at MCI, Mr. Harrison specialized in outside plant construction management for Brooks Fiber Properties and Multimedia Cablevision. While working for Brooks, he supervised the implementation of more than 150 route miles of fiber optic network, the largest newly constructed network within the Brooks organization at that time.

Eric Adler
Regional Engineering

Mr. Adler brings both a broad knowledge of telecommunications engineering and experience in ILEC relations to ConnectSouth. Formerly with Logix Communications, Mr. Adler was responsible for all engineering matters concerning the entire Logix network, including both switched and transport services. As Manager of Switched Engineering for Brooks Fiber in the south-central region, he and his team managed all switch engineering and trunking activity with the corresponding ILEC for five Brooks Fiber networks. Mr. Adler's previous experience includes a broad array of engineering assignments while serving with ACRS, a telecommunications engineering company. Mr. Adler holds a BSEE and an MSEE from the University of Oklahoma.

Steve Dyer
Provisioning Manager

Mr. Dyer offers ConnectSouth the unique experience of having developed provisioning processes for two separate start-up CLECs. For Brooks Fiber, Mr. Dyer handled all provisioning activity in Oklahoma City and developed the necessary procedures and processes to insure smooth and timely service implementations. More recently with Logix Communications, Mr. Dyer served as Manager of Provisioning, again charged with the design of the necessary process flow to support a broad suite of voice and data services. Mr. Dyer has also served in a variety of other capacities within the CLEC environment including Dispatch Technician, Network Technician and Network Planning Engineer.

EXHIBIT 3
PROPOSED PRICE LIST

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO
LOCAL EXCHANGE END-USER
COMMUNICATIONS SERVICES WITHIN
THE STATE OF FLORIDA

This Price List sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate End-User communications services in the State of Florida by ConnectSouth Communications of Florida, Inc., with principal offices at 9600 Great Hills Trail, Suite 250 East, Austin, Texas 78759. This Price List is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at ConnectSouth's principal place of business.

ISSUED: March 6, 2000

EFFECTIVE:

ISSUED BY: Mr. Christopher E. Hugman, VP Operations and General Manager
ConnectSouth Communications of Florida, Inc.
9600 Great Hills Trail
Suite 250 East
Austin, Texas 78759

CHECK SHEET

The pages inclusive on this Price List are effective as of the date shown.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	Original	20	Original	39	Original
2	Original	21	Original	40	Original
3	Original	22	Original		
4	Original	23	Original		
5	Original	24	Original		
6	Original	25	Original		
7	Original	26	Original		
8	Original	27	Original		
9	Original	28	Original		
10	Original	29	Original		
11	Original	30	Original		
12	Original	31	Original		
13	Original	32	Original		
14	Original	33	Original		
15	Original	34	Original		
16	Original	35	Original		
17	Original	36	Original		
18	Original	37	Original		
19	Original	38	Original		

ISSUED: March 6, 2000

EFFECTIVE:

ISSUED BY: Mr.Christopher E. Hugman, VP Operations and General Manager
 ConnectSouth Communications of Florida, Inc.
 9600 Great Hills Trail
 Suite 250 East
 Austin, Texas 78759

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ISSUED: March 6, 2000

EFFECTIVE:

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9600 Great Hills Trail
Suite 250 East
Austin, Texas 78759

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from Another Price List Location
- 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

ISSUED: March 6, 2000

EFFECTIVE:

ISSUED BY: Mr.Christopher E. Hugman, VP Operations and General Manager
ConnectSouth Communications of Florida, Inc.
9600 Great Hills Trail
Suite 250 East
Austin, Texas 78759

PRICE LIST FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. 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 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. Paragraph Numbering Sequence - There are six 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
- D. Check Sheets - When a Price List filing is made with the Commission, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List with a cross-reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision.

ISSUED: March 6, 2000

EFFECTIVE:

ISSUED BY: Mr. Christopher E. Hugman, VP Operations and General Manager
ConnectSouth Communications of Florida, Inc.
9600 Great Hills Trail
Suite 250 East
Austin, Texas 78759

1.0 DEFINITIONS

For the purpose of this Price List, the following definitions will apply:

Access Line: An arrangement that connects the Customer's location to the Company's designated switching center or point of presence.

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

Authorized User: A person, firm, corporation or other entity that is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Commission: The Florida Public Service Commission.

Company or Carrier: ConnectSouth Communications of Florida, Inc.

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

Customer premises equipment ("CPE") - Equipment provided by the Customer for use with the Company's services.

Digital - A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Digital subscriber line (xDSL) - A technology that uses a metallic copper loop to provide high speed data transmission services.

Interruption - The inoperability of the subscriber line due to Company facilities malfunction or human errors.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished by the Company.

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 Tariff F.C.C. No 4.

ISSUED: March 6, 2000

EFFECTIVE:

ISSUED BY: Mr.Christopher E. Hugman, VP Operations and General Manager
ConnectSouth Communications of Florida, Inc.
9600 Great Hills Trail
Suite 250 East
Austin, Texas 78759

1.0 **DEFINITIONS** (cont'd)

Loops - Segments of a line which extend from the serving central office to the originating and terminating point.

Move - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Recurring charges - The monthly charges billed by the Company for service, facilities and equipment, which continue for the agreed upon duration for the services.

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

Service Order - The written request for service executed by the Customer and the Company in the format devised by the Company. The execution of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Price List.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several customers.

Terminal Equipment - The method of physical connection between a Company-provided access line and a Customer's or User's transmission cable, inside wiring or terminal equipment. The Customer is responsible for ordering a terminal interface that is compatible with the Customer's or User's terminal equipment. All terminal interfaces will be provided by industry-standard connectors as specified in or authorized by subpart f of part 68, Title 47, Code of Federal Regulations.

User - A Customer, Joint User, Authorized User or any other person authorized by the Customer to use service provided under this Price List.

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EFFECTIVE:

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2.0 REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

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

The Company is responsible under this Price List only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of facilities the Company obtains from other carriers to furnish service from time to time as required at the sole discretion of the Company, in a non-discriminatory manner consistent with the authority as granted by the Commission.

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Price List, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the service ordered, the Price List or other approved rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the Price List, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this Price List; or
 - 2. the Customer is using the service in violation of the law.
- E. This Price List shall be interpreted and governed by the laws of the state of Florida without regard for its choice of laws provision.

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- F. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All such offerings shall be consistent with the rates and conditions specified herein.

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except as specified in this Price List, Company and its contractors shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages of any kind or nature arising out of or in connection with the installation, use, repair, performance or removal of the equipment, or other services in connection with the performance of or failure to perform its obligations, including, but not limited to, loss of revenue or profits, regardless of the foreseeability thereof for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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2.0 REGULATIONS (cont'd)**2.1** Undertaking of the Company (cont'd)**2.1.4** Limitations on Liability (cont'd)

- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall not be liable for and shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided services; or by means of the combination of Company-provided facilities or services;

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2.0 REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D. (cont'd)

5. Changes in any of the operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
6. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises by the Company or any other carrier, installation or removal thereof;
7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the facilities of any other carrier;
8. Failure of Customer to comply with the requirements of Section 2.3.1.
9. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services.

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2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company** (cont'd)**2.1.4 Limitations on Liability** (cont'd)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. 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 or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this Price List does not preclude the Company from asserting its rights under other provisions.
- H. Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more of said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If Company's failure of performance by reason of force majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of Company; if for more than thirty (30) days, then the service may be canceled by either party without any liability.

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2.0 REGULATIONS (cont'd)**2.1 Undertaking of the Company** (cont'd)**2.1.5 Notification of Service-Affecting Activities**

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

2.1.6 Non-Routine Installation

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

2.1.7 Availability of Service

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in the Price Lists of the Company.
- B. The Company shall negotiate a mutually agreed to installation date based on availability of services and facilities and the Customer's requested date.

2.1.8 Universal Emergency Telephone Number Service

This Price List does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

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2.0 **REGULATIONS** (cont'd)

2.2 **Prohibited Uses**

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

- C. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

- D. A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price List will apply.

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2.0 REGULATIONS (cont'd)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for the payment of all applicable charges pursuant to this Price List.

2.3.2 Liability of the Customer

The Customer shall not assert any claim against any other Customer or User of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Price List including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act or omission of the Company. Nothing in this Price List is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2.0 REGULATIONS (cont'd)**2.4 Customer Deposits and Advance Payments****2.4.1 Advance Payments**

To safeguard its interests, the Company may require a Business Customer to make an advance payment before services are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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2.0 REGULATIONS (cont'd)**2.4 Customer Deposits and Advance Payments** (cont'd)**2.4.2 Deposits:**

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the customer's financial condition is not acceptable to the Company or cannot be ascertained from generally accepted credit reporting sources. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) months charges for a service or facility which has a minimum payment period of one month.
- B. In the event the deposit as computed under Section 2.4.2.A. above exceeds \$75.00 per access line, the Customer shall pay one half of the deposit prior to the provision of service, with the remainder of the deposit due thirty (30) days after provision of the service.
- C. A deposit may be required in addition to an advance payment.
- D. The Company shall review accounts of Customers with deposits and shall refund deposits with interest if the accounts have been current for the preceding six (6) months.
- E. Upon discontinuance of service, the Company, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- F. Deposits will accrue interest at the rate required by law.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements****2.5.1 Payment for Service**

Customer shall pay the Company, monthly in advance (commencing the first month following the Service Commencement Date), a monthly charge equal to the rates set forth in Section 6 or equal to the monthly charge as adjusted under the terms hereof, provided, however, that the first such payment shall be for the period from the Service Commencement Date through the end of the next full month and shall be due after the Service Commencement Date and then thirty (30) days following the date the billing statement was mailed to the Customer. The installation charges contained in Section 6 are due with such first payment. The Customer is responsible for the payment of all charges incurred by the Customer or other users for services furnished to the Customer by the Company. Billing for service will commence on the Service Commencement Date. The Customer must notify the Company of any errors or discrepancies in the billing statement within thirty (30) days of the date the billing statement was mailed to the Customer. Customer will be obligated to pay all charges shown on the billing statement if the Customer fails to provide such notice.

Taxes. The Customer is responsible for the payment of federal excise taxes, state and local sales and use, excise or privilege taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

2.5.2 Billing and Collection of Charges

- A. **Non-recurring Charges:** The non-recurring charges contained in the service description are due with the Customer's first payment for charges, which payment shall be for the period from the start of service through the end of the next full month. Non-recurring charges not included with installation charges are billed to the Customer, as set forth in Section 2.6.1, and shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

Customer shall be responsible to pay all of the Company's charges for time and material resulting from diagnosing problems which were caused by Customer's equipment.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements** (cont'd)**2.5.2 Billing and Collection of Charges** (cont'd)

- B. **Recurring Charges:** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, and accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge in the amount of the lesser of 1½% of the unpaid balance per month or the maximum lawful rate per month, for bills not paid within thirty (30) days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges (cont'd)

- F. Customer's liability for charges hereunder shall not be reduced by untimely installation or non-operation of the Customer's or a third party's facilities and equipment.

- G. The Customer shall notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure. The Company shall advise the Customer that the Customer may make a formal or informal complaint to the Commission. The address of the Commission is as follows:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

- H. If service is disconnected by the Company (in accordance with Section 2.5.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.5.3 following) and later restored, restoration of service will be subject to the rates in Section 4.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements** (cont'd)**2.5.3 Discontinuance of Service for Cause**

- A. Upon nonpayment of a delinquent account amounting to \$25.00 or more owing to the Company, the Company may, by giving thirty (30) business days prior written notice to the Customer, discontinue service without incurring any liability. The Company shall provide the customer with a written reminder notice five (5) days prior to and place a telephone call to the customer two (2) days prior to the discontinuance of service. Service may be reinstated at such time as Customer pays in full all arrearages, including late payment charges.
- B. Upon violation of any of the other material terms or conditions of this Price List, the Company may discontinue service without incurring any liability. Company shall give Customer fifteen (15) notice of discontinuance to give Customer an opportunity to arrange for an alternate service provider.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may, by notice to the Customer, immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.3 Discontinuance of Service for Cause (cont'd)

- F. In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.3(A) or 2.5.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price List, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.5.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

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2.0 REGULATIONS (cont'd)**2.5 Payment Arrangements (cont'd)****2.5.5 Cancellation of Application for Service**

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.5(A) through 2.5.5(C) will be calculated and applied on a case-by-case basis.

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2.0 REGULATIONS (cont'd)

2.5 Payment Arrangements (cont'd)

2.5.6 Changes in Service Requested

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

2.5.7 Bad Check Charge

A charge will be assessed for all checks returned by drawee bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Bad check charge is \$25.00 per check plus any statutory remedy available to the Company.

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2.0 REGULATIONS (cont'd)**2.6** Allowances for Interruptions in Service**2.6.1** General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.6.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Price List.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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2.0 REGULATIONS (cont'd)**2.6 Allowances for Interruption in Service** (cont'd)**2.6.1 General** (cont'd)

- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- E. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption. For calculating credit allowances, every month is considered to have thirty (30) days.
- F. Interruptions of 24 Hours or Less
- | <u>Length of Interruption</u> | <u>Interruption Period
To Be Credited</u> |
|--|---|
| 30 minutes to 3 hours | 1/10 Day |
| 3 hours up to but not including 6 hours | 1/4 Day |
| 6 hours up to but not including 8 hours | 3/4 Day |
| 8 hours up to but not including 24 hours | One Day |
- G. Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited one day for each 8-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.
- Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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2.0 REGULATIONS (cont'd)

2.6 Allowances for Interruption in Service (cont'd)

2.6.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this Price List by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;

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2.0 REGULATIONS (cont'd')

2.6 Allowances for Interruption in Service (cont'd)

2.6.2 Limitations of Allowances (cont'd)

- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

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2.0 REGULATIONS (cont'd')**2.7 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to the Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

2.7.1 Termination Liability

- A. Customer's termination liability for cancellation of service shall be equal to:
1. all unpaid non-recurring charges reasonably expended by the Company to establish service to the Customer, including any installation charges which may have been waived by the Company, provided Customer has been notified of the amount of the waived charges and of Customer's liability therefore on cancellation, plus;
 2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
 3. The difference between the total actual monthly recurring charges to Customer for the Service during the entire time the Service was provided to Customer and the total monthly recurring charges which Customer would have paid or which Customer would have been required to pay if the Service had been based on a month to month term using the Company's most recent Price List prices at the time of cancellation.
- B. Either party shall have the right to cancel services without liability if Company is prohibited from furnishing the Service or if any material rate or term contained herein is substantially changed by order of the Commission, the Federal Communications Commissions, or highest court of competent jurisdiction to which the matter is appealed, or other local, state or federal government authority.

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2.0 REGULATIONS (cont'd)**2.8 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this Price List. The Customer is responsible for payment of all charges for services furnished to the Customer or to Users authorized by the Customer to use service provided under this Price List, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

2.9 Use of Customer's Service by Others**2.9.1 Resale and Sharing**

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

2.9.2 Joint Use Arrangements

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

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2.0 REGULATIONS (cont'd)**2.10 Transfers and Assignments**

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

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

2.11 Notices and Communications

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

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3.0 SERVICE DESCRIPTION

Company offers xDSL services to provide high-speed data connections. Services may be offered by the Company via its own facilities and/or the facilities of other carriers.

Services are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

4.0 RATE SCHEDULE

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Commission.

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4.1 RETAIL PRICING**4.1.1 SOLITAIRE (SINGLE USER)**

DSL TYPE	SPEED	12 MTH PLAN (per month)	INSTALL	CPE	24 MTH PLAN W/ 5%DISC. (per month)	36 MTH PLAN W/ 8% DISC. (per month)
ADSL	128K (US) 1.5M (DS)	\$69.00	\$300.00	\$399.00	\$65.55	\$63.48
ADSL	384K (US) 6M (DS)	\$169.00	\$300.00	\$399.00	\$160.55	\$155.48
IDSL	144K (US) 144K (DS)	\$109.00	\$300.00	399.00	\$103.55	\$100.28

Features:

- Includes DSL Line
- Dedicated Internet Access
- E-mail Account
- Dynamic IP Address
- 24 X 7 Support
- Endpoint Equipment

Added Options:

- Domain Name registration is an additional \$125 per domain name
- E-Mail Accounts: \$5 per account per month
- Equipment Lease for \$39 per month - can be bundled in with the monthly DSL

charge

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4.1 RETAIL PRICING (cont'd)**4.1.2 BUSINESS DSL (MULTI-USER)**

DSL	SPEED	12 MTH PLAN (per month)	INSTALL	CPE	24 MTH PLAN W/ 5%DISC. (per month)	36 MTH PLAN W/ 8%DISC. (per month)
SDSL	144K	\$129.00	\$400.00	\$375.00	\$122.55	\$118.68
SDSL	160K	\$139.00	\$400.00	\$375.00	\$132.05	\$127.88
SDSL	200K	\$149.00	\$400.00	\$375.00	\$141.55	\$137.00
SDSL	416K	\$269.00	\$400.00	\$375.00	\$255.55	\$247.48
SDSL	784K	\$339.00	\$400.00	\$375.00	\$322.05	\$311.88
SDSL	1.04M	\$379.00	\$400.00	\$375.00	\$360.05	\$348.68
SDSL	1.5M	\$459.00	\$400.00	\$375.00	\$436.05	\$422.28
SDSL	2M	\$799.00	\$400.00	\$375.00	\$759.05	\$735.08

Features:

- Includes DSL Line
- Dedicated Internet Access
- (5) E-mail Boxes
- (1) Static IP Address
- 24 X 7 Support

Added Options:

- Domain Name registration is an additional \$125 per domain name
- IP Addresses: \$10 a month for addresses in blocks of 8
- E-mail Accounts: \$5 per account per month
- Equipment Lease for \$32 per month
- One month free for 1yr pre-pay

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4.2 WHOLESALE PRICING (TIER 3-4)

DSL TYPE	SPEED	12 MTH PLAN (per month)	12 MTH PLAN - 20-30 LINES PER MTH (20% DISC.)	12 MTH PLAN - 31-40 LINES PER MTH (25% DISC.)	12 MTH PLAN - 41-50 LINES PER MTH (30% DISC.)	INSTALL
SDSL	160K	\$82.00	\$65.00	\$61.50	\$57.40	\$500.00
SDSL	200K	\$99.00	\$79.00	\$74.25	\$69.30	\$500.00
SDSL	416K	\$138.00	\$110.40	\$103.50	\$96.60	\$500.00
SDSL	784K	\$182.00	\$145.00	\$136.50	\$127.40	\$500.00
SDSL	1.04M	\$219.00	\$175.00	\$164.25	\$153.30	\$500.00
SDSL	1.5M	\$275.00	\$220.00	\$206.25	\$192.50	\$500.00
SDSL	2M	\$350.00	\$280.00	\$262.50	\$245.00	\$500.00

Features:

- Includes DSL Line
- Install fee includes DSL line, configuration, test & turn-up of DSL-enabled line & endpoint device. Provides access from the endpoint to the ConnectSouth DSL node. Includes modem & NIC.
- Forward pricing available with 6-month ramp and 24 month commitment.
- 24 X 7 Support

DSL ATM Interconnection Fee

- \$4,000 per month
- \$1,500 installation fee.

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5.0 MISCELLANEOUS SERVICES

5.1 Restoration of Service

5.1.1 Description

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

5.2 Rates

[RESERVED FOR FUTURE USE]

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6.0 SPECIAL ARRANGEMENTS**6.1 Special Construction****6.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Price List, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way;
- B. Cost of maintenance;
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. License preparation, processing and related fees;
- F. Price list preparation, processing and related fees;
- G. Any other identifiable costs related to the facilities provided; and
- H. An amount for return and contingencies.

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6.0 SPECIAL ARRANGEMENTS (cont'd)**6.1.3 Termination Liability**

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

- A. The termination liability period is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1. Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - a. equipment and materials provided or used,
 - b. engineering, labor and supervision,
 - c. transportation, and
 - d. rights of way;
 - 2. License preparation, processing, and related fees;
 - 3. Price list preparation, processing, and related fees;
 - 4. Cost of removal and restoration, where appropriate; and
 - 5. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount shall be adjusted to reflect the predetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

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6.0 SPECIAL ARRANGEMENTS (cont'd)**6.2 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a bid for a service not generally available under this Price List. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Commission.

6.3 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase Customer awareness of a particular Price List offering. Requests for promotional offerings will be included in the Company's Price List. All promotions are offered on a non-discriminatory basis.

6.4 Special Rates for the Handicapped**A. Directory Assistance**

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariffed rates for every call in excess of 50 within a billing cycle.

B. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

C. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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March 3, 2000

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Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0870

ORIGINAL

000284-TX

Re: Application of ConnectSouth Communications of Florida, Inc. for Authority to Provide Alternative Local Exchange Service in Florida

Dear Ms. Bayo:

Enclosed for filing on behalf of ConnectSouth Communications of Florida, Inc. ("ConnectSouth") please find an original and five (5) copies of ConnectSouth's application for authority to provide alternative local exchange service in Florida. Also enclosed is a check in the amount of \$250.00 to cover the application filing fee.

Please note that ConnectSouth is requesting confidential treatment of its financial statements which are attached as Exhibit 1 to its certification application. Pursuant to Section 364.183(1) of the Florida Rules of Practice and Procedure, ConnectSouth is filing one original copy of its financial information and two (2) redacted copies. The financial information included in Exhibit 1 to ConnectSouth's application, contains proprietary, commercially sensitive information that, if disseminated, could be used to the Applicant's detriment by competitors. Applicant therefore respectfully seeks to have this information protected as it constitutes sensitive and proprietary data.

Please date-stamp the enclosed extra copy of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact Paul W. Garnett at (202) 945-6925. Thank you very much.

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SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K STREET, N.W. SUITE 300
WASHINGTON, DC 20007

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03/03/00

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Citibank DC Operating
1775 Pennsylvania Avenue, NW
Suite 440
Washington, DC 20006

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TWO HUNDRED FIFTY AND 00/100 Dollars

TWO SIGNATURES REQUIRED ON CHECK
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ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION

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