

ORIGINAL

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March 15, 2002

VIA OVERNIGHT DELIVERY

Blanca S. Bayó  
Director, Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0870

ORIGINAL  
COMMISSION CLERK  
02 MAR 18 AM 11:43  
RECEIVED FPSC

Re: Application of Florida Copper & Light, Inc. for Certificates of Public Convenience and Necessity to Provide Alternative Local Exchange and Interexchange Services within the State of Florida

Dear Ms. Bayó:

020243-TX  
020244-TI

Florida Copper & Light, Inc. ("FC&L"), by its undersigned attorneys, respectfully requests the Florida Public Service Commission ("Commission") to grant it certificates of public convenience and necessity to provide alternative local exchange and interexchange telecommunications services in the State of Florida.

An original and six (6) copies of these applications, the corresponding proposed local services Price List and interexchange services Tariff, as well as two checks in the amount of \$250.00 each to cover the requisite filing fees, are enclosed. Please date-stamp the enclosed extra copy of this filing and return it in the self-addressed, postage prepaid envelope provided.

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

Initials of person who forwarded check:

*[Handwritten initials]*

Respectfully submitted,

*[Handwritten signature]*

Richard M. Rindler  
Michael J. Schunck

Counsel for Florida Copper & Light, Inc.

RECEIVED & FILED

*[Handwritten initials]*

FPSC-BUREAU OF RECORDS

Enclosures

cc: Peter H. O. Claudy (M/C Partners) (w/o enclosures)  
Neith Sheth (M/C Partners)  
Sarah Camougis (Edwards & Angell)

TXC  
DOCUMENT NUMBER-DATE  
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**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF REGULATORY OVERSIGHT  
CERTIFICATION SECTION**

Application Form For Authority to Provide  
Interexchange Telecommunications Service  
Between Points Within the State of Florida

020244-TI

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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 Page 16).
- ◆ 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**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another certificated company.

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

**Florida Public Service Commission  
Division of Regulatory Oversight  
Certification Section  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6480**

DOCUMENT NUMBER 0244  
03065 MAR 18 88  
FPSC-COMMISSION CLERK

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:**

Florida Copper & Light, Inc.

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

n/a

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

Florida Copper & Light, Inc.  
c/o M/C Venture Partners  
75 State Street, Suite 2500  
Boston, MA 02109

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

The local headquarters address for the Applicant has not yet been determined. The Applicant will promptly inform the Commission once a Florida office address has been established.

6. Select what type of business your company will be conducting (check all that apply):

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches, but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities, but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount, but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers the resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization:

- |   |  |
|---|--|
| <input type="checkbox"/> Individual                     | <input type="checkbox"/> Corporation         |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership            | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other                          |  |

8. If individual, provide:

Name: \_\_\_\_\_ n/a  
Title: \_\_\_\_\_ n/a  
Address: \_\_\_\_\_ n/a  
City/State/Zip: \_\_\_\_\_ n/a  
Telephone No.: \_\_\_\_\_ n/a Fax No.: \_\_\_\_\_ n/a  
Internet E-Mail Address: \_\_\_\_\_ n/a  
Internet Website Address: \_\_\_\_\_ n/a

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

Not applicable.

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

Not Applicable.

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

The Applicant has applied to the Florida Secretary of State for the appropriate authorization to transact business in the State of Florida. The certificate of authority will be submitted to the Commission under separate cover as soon as it becomes available.

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

The Applicant does not yet have a corporate registration number, pending issuance of its Certificate of Authority to Transact Business in Florida.

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

Not applicable. The Applicant will operate under its own name

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

Not Applicable.

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

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

Not Applicable.

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

Name: \_\_\_\_\_ n/a  
Title: \_\_\_\_\_ n/a  
Address: \_\_\_\_\_ n/a  
City/State/Zip: \_\_\_\_\_ n/a  
Telephone No.: \_\_\_\_\_ n/a Fax No.: \_\_\_\_\_ n/a  
Internet E-Mail Address: \_\_\_\_\_ n/a  
Internet Website Address: \_\_\_\_\_ n/a

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

**The Florida registration number:**

Not applicable. The Applicant is a foreign corporation.

15. Provide **F.E.I. Number** (if applicable): \_\_\_\_\_ 75-3023171

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

(  ) YES (  ) NO

(b) If not, who will bill for your services?

Name: \_\_\_\_\_ n/a  
Title: \_\_\_\_\_ n/a  
Address: \_\_\_\_\_ n/a  
City/State/Zip: \_\_\_\_\_ n/a  
Telephone No.: \_\_\_\_\_ n/a Fax No.: \_\_\_\_\_ n/a

(c) How is this information provided?

The Applicant will directly bill its customers for services provided.

17. Who will receive the bills for your service?

- |                                     |                       |                                     |                           |
|-------------------------------------|-----------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | Residential Customers | <input checked="" type="checkbox"/> | Business Customers        |
| <input type="checkbox"/>            | PATS Providers        | <input type="checkbox"/>            | PATS Station End-Users    |
| <input type="checkbox"/>            | Hotels and Motels     | <input type="checkbox"/>            | Hotel and Motel Guests    |
| <input type="checkbox"/>            | Universities          | <input type="checkbox"/>            | Univ. Dormitory Residents |
| <input type="checkbox"/>            | Other: (specify)      |                                     |                           |

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

(a) The application:

Name: Richard Rindler and Michael Sloan  
Swidler Berlin Shereff Friedman, LLP  
Title: Counsel to Applicant  
Address: 3000 K Street, N.W., Suite 300  
City/State/Zip: Washington, D.C. 20007-5116  
Telephone No.: (202) 424-7500 Fax No.: (202) 424-7645  
Internet E-Mail Address: mcsloan@swidlaw.com  
Internet Website Address: www.swidlaw.com

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

Name: Peter H. O. Claudy  
Title: President  
Address: 75 State Street, Suite 2500  
City/State/Zip: Boston, MA 02109  
Telephone No.: (617) 345-7200 Fax No.: (617) 345-7201  
Internet E-Mail Address: phoc@mcventurepartners.com  
Internet Website Address: n/a

(c) Complaints/Inquiries from customers:

Name: Peter H. O. Claudy  
Title: President  
Address: 75 State Street, Suite 2500  
City/State/Zip: Boston, MA 02109  
Telephone No.: (617) 345-7200 Fax No.: (617) 345-7201  
Internet E-Mail Address: phoc@mcventurepartners.com  
Internet Website Address: n/a

19. List the states in which the applicant:

- (a) has operated as an interexchange telecommunications company.

None. Applicant is a newly formed entity.

- (b) has applications pending to be certificated as an interexchange telecommunications company.

None. Applicant is a newly formed entity.

- (c) is certificated to operate as an interexchange telecommunications company.

None. Applicant is a newly formed entity.

- (d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

Applicant has not been denied authority to operate as a telecommunications company.

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

Applicant has not had regulatory penalties imposed for violations of telecommunications statutes.

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

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

20. 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. If so, please explain.



No officer or director of the Applicant has ever been adjudged bankrupt, mentally incompetent, found guilty of a felony or other crime; neither are any such proceedings pending. The Applicant's sole stockholder, Florida Copper & Light Communications, Inc., a newly formed Delaware corporation owned by venture capital funds managed by M/C Venture Partners, a venture capital firm, has also never been adjudged bankrupt or found guilty of any crime.

- (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.

The officers and directors of the Applicant, Peter H.O. Claudy, Neil Sheth, and Gillis Cashman currently are on the Board of Florida Digital Network, Inc., a Florida certificated telephone company. The Applicant's parent, Florida Copper & Light Communications, Inc. is owned by venture capital funds managed by M/C Venture Partners that are also investors in Florida Digital Network, Inc.

21. The applicant will provide the following interexchange carrier services (check all that apply):

a. \_\_\_\_\_ **MTS with distance sensitive per minute rates**

- \_\_\_\_\_ Method of access is FGA  
\_\_\_\_\_ Method of access is FGB  
\_\_\_\_\_ Method of access is FGD  
\_\_\_\_\_ Method of access is 800

b. \_\_\_\_\_ **MTS with route specific rates per minute**

- \_\_\_\_\_ Method of access is FGA  
\_\_\_\_\_ Method of access is FGB  
\_\_\_\_\_ Method of access is FGD  
\_\_\_\_\_ Method of access is 800

c.   √   **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

- √ Method of access is FGA  
\_\_\_\_\_ Method of access is FGB  
√ Method of access is FGD  
\_\_\_\_\_ Method of access is 800



Please see Annex A hereto containing biographical information regarding the management professionals who will manage the Applicant.

**B. 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.**

Please see Annex B hereto containing biographical information regarding the telecommunications professionals who will manage the operations of the Applicant.

**C. 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.

Please see Annex C hereto for information regarding the financial ability of the Applicant.

**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.

Please see Annex C hereto for information regarding the financial ability of the Applicant.

2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.

Please see Annex C hereto for information regarding the financial ability of the Applicant.

3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Please see Annex C hereto for information regarding the financial ability of the Applicant.

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**APPLICANT ACKNOWLEDGMENT STATEMENT**

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

**UTILITY OFFICIAL:**

**Peter H. O. Claudy**

Print Name

**President**

Title

**(617) 345-7200**

Telephone No.

**Address:**

**75 State Street, Suite 2500**  
**Boston, MA 02109**

  
Signature

**March 15, 2002**

Date

**(617) 345-7201**

Fax No.

**THIS PAGE MUST BE COMPLETED AND SIGNED**  
**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please check one):

- (  )      The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.
- (        )      The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.  
(The bond must accompany the application.)

**UTILITY OFFICIAL:**

**Peter H. O. Claudy**  
\_\_\_\_\_  
Print Name

**President**  
\_\_\_\_\_  
Title

**(617) 345-7200**  
\_\_\_\_\_  
Telephone No.

**Address:      75 State Street, Suite 2500**  
**Boston, MA 02109**

  
\_\_\_\_\_  
Signature

**March 15, 2002**  
\_\_\_\_\_  
Date

**(617) 345-7201**  
\_\_\_\_\_  
Fax No.

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**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 interexchange 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:**

**Peter H. O. Claudy** \_\_\_\_\_

**Print Name**

\_\_\_\_\_  
**Signature**

**President** \_\_\_\_\_

**Title**

**March 5, 2002** \_\_\_\_\_

**Date**

**(617) 345-7200** \_\_\_\_\_

**Telephone No.**

**(617) 345-7201** \_\_\_\_\_

**Fax No.**

**Address: 75 State Street, Suite 2500**  
**Boston, MA 02109**

\* Subject to Annex A, Annex B, and Annex C. The Applicant is a new company, formed for the purpose of acquiring CLEC assets in Florida. The Applicant will provide supplemental information regarding Applicant's technical expertise, managerial ability and financial capability before commencing operations.

## CURRENT FLORIDA INTRASTATE SERVICES

Applicant has ( ) or has not (  ) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

Not applicable.

b) If the services are not currently offered, when were they discontinued?

Not applicable.

### UTILITY OFFICIAL:

Peter H. O. Claudy  
Print Name

President  
Title

(617) 345-7200  
Telephone No.

  
Signature

March 5, 2002  
Date

(617) 345-7201  
Fax No.

Address: 75 State Street, Suite 2500  
Boston, MA 02109



## **LIST OF ANNEXES**

<b>ANNEX A</b>	<b>MANAGERIAL QUALIFICATIONS</b>
<b>ANNEX B</b>	<b>TECHNICAL QUALIFICATIONS</b>
<b>ANNEX C</b>	<b>FINANCIAL QUALIFICATIONS</b>

## ANNEX A

### MANAGERIAL QUALIFICATIONS

The Applicant, Florida Copper & Light, Inc. is a new entity, wholly owned by Florida Copper & Light Communications, Inc., ("FC&L Communications") a Delaware Corporation. FC&L Communications in turn is wholly-owned by venture capital funds managed by M/C Venture Partners, including M/C Venture Partners V, L.P. M/C Venture Partners will initially provide the management team responsible for initially providing managerial and financial expertise to the Applicant entity. After the Applicant acquires CLEC assets, it will have personnel with managerial, technical, and financial expertise to operate the Applicant.

M/C Venture Partners is focused on investing in early-stage communications and related information technology companies. The principals of M/C Venture Partners have over two decades of experience investing in early stage communications companies. During this period, the firm has managed over \$1 billion of institutional capital, generating returns in the top quartile for venture capital funds. The firm is currently investing M/C Venture Partners V, L.P., a \$550 million private equity fund raised in 2000 from institutional investors including the nation's largest state and corporate pension funds, prominent university endowments and private trusts, as well as strategic financial institutions.

The individuals designated to initially manage the applicant are:

#### **Peter H. O. Claudy, President**

Mr. Claudy received a BA in History from Yale College in 1983 and graduated as a George F. Baker Scholar with an MBA from the Harvard Business School in 1991, joining M/C Partners in the same year. Prior to attending graduate school, Mr. Claudy spent four years at two start-up media ventures and two years as a financial analyst in the investment banking division of Morgan Stanley. Throughout his career at M/C Venture Partners, Mr. Claudy has focused on investments in the telecommunications and IT segment of the firm's portfolio. He has originated investments in the IT managed services, CLEC, and PCS industries. He currently serves on the boards of directors of 2nd Wave, Atlantis, City Signal Communications, Empact Solutions, Florida Digital Network, InteQ, McLeodUSA and Triad Holdings. Mr. Claudy also serves on the board of directors of the New England Venture Capital Association.

#### **Neil Sheth, Vice President**

Mr. Sheth graduated with honors in 1993 from the Wharton School of Business with a BS in economics and concentrations in finance and multinational management. Prior to joining the firm in 1998, he was an Associate at General Atlantic Partners for two and a

half years, where he was involved in making investments in the software, telecommunications, and information technology industries. From 1993 to 1995, he worked for Morgan Stanley as a Corporate Finance Analyst in the Global Telecommunications Group, focusing on assignments in the wireline, wireless and satellite segments of the telecommunications industry. He currently serves on the boards of directors of InteQ, Florida Digital Network, Telution, Cavalier Telephone and Trendium.

**Gillis Cashman, Treasurer**

Mr. Cashman graduated Cum Laude from Duke University receiving an AB in economics with distinction. Prior to joining the firm in 1999, he was a Corporate Finance Analyst in the Global Telecommunications Group at Salomon Smith Barney, where he focused on mergers and acquisitions in the wireline and wireless segments of the telecommunications industry. Mr. Cashman is focused on the telecom infrastructure portion of the firm's portfolio and currently serves on the Board of Directors of Florida Digital Network and City Signal Communications.

## ANNEX B

### TECHNICAL QUALIFICATIONS

As a newly formed entity, Florida Copper & Light, Inc. ("FC&L") has not yet recruited engineering and other technical personnel. However, as the Applicant's business strategy calls for growth through the acquisition of assets and operations of existing telecommunications entities, FC&L intends to acquire the experienced personnel associated with such operations. Where necessary, FC&L may enter into management agreements with other experienced telecommunications providers to operate and manage its assets as these are acquired.

## ANNEX C

### FINANCIAL QUALIFICATIONS

As noted earlier, the Applicant is a new entity owned by Florida Copper & Light Communications, Inc., a newly founded Delaware corporation owned by venture capital funds managed by M/C Venture Partners, including M/C Venture Partners V, L.P. M/C Venture Partners is a premier venture capital firm with over two decades of experience in the telecommunications sector. M/C Venture Partners V, L.P. alone controls \$550 million in private equity funding raised in 2000 from institutional investors, which is currently being invested, in the Applicant, among other projects. Since M/C Venture Partners' primary line of business is to invest in early stage technology and telecommunications firms, it will finance the establishment and operations of the Applicant in Florida sufficiently to allow Applicant to acquire assets and operations of existing telecommunications providers. The Applicant intends to acquire such assets, customers and associated technical personnel and to operate such assets while providing new capital and management support as needed.

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Florida Copper & Light, Inc. ("Carrier"), with principal offices at 75 State Street, Suite 2500; Boston, MA 02109. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business.

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Issued: March 15, 2002

Issued By: Peter H. O. Claudy, President  
75 State Street, Suite 2500  
Boston, MA 02109

Effective:

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CHECK SHEET

The pages of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>
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
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original

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Issued: March 15, 2002Issued By: Peter H. O. Claudy, President  
75 State Street, Suite 2500  
Boston, MA 02109

Effective:

Table of Contents

Title Sheet ..... 1

Check Sheet ..... 2

Table of Contents..... 3

Symbol Sheet ..... 4

Tariff Format Sheet..... 5

Section 1 - Technical Terms and Abbreviations ..... 6

Section 2 - Rules and Regulations ..... 9

Section 3 - Description of Services Offered .....19

Section 4 - Rates and Charges .....21

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Issued: March 15, 2002

Issued By: Peter H. O. Claudy, President  
75 State Street, Suite 2500  
Boston, MA 02109

Effective:



SYMBOL SHEET

The following symbols shall be used in this Tariff for the purpose indicated below:

- D - Delete or Discontinue.
- I - Change Resulting In An Increase to A Customer's Bill.
- M - Moved From Another Tariff 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.

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Issued: March 15, 2002

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Effective:

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TARIFF FORMAT SHEET

- 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 tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 12 and 15 would be 12.1.
- 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 Commission. For example, the 2<sup>nd</sup> revised Sheet 12 cancels the 3<sup>rd</sup> revised Sheet 12. Because of various suspension periods, deferrals, etc, the Commission follows in their tariff 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. (i)
  - 2.1.1.A.1. (a) .I. (i) .(1)
- D. Check Sheets – When a tariff filing is made with Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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Issued: March 15, 2002

Effective:

Issued By: Peter H. O. Claudy, President  
75 State Street, Suite 2500  
Boston, MA 02109

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff are described below.

Calls

Telephone messages completed by Customers.

Carrier

Florida Copper & Light, Inc.

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission

The Florida Public Service Commission.

Customer

Any person, firm, association, corporation, agency of the federal, state, or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Carrier.

Customer Contract

A written agreement between the Customer and Carrier containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment

All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Carrier or another supplier and leased to the Customer.

Delinquent or Delinquency

An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

Disconnect or Disconnection

The disabling of circuitry to prevent outgoing and/or incoming calls.

Discontinue or Discontinuance

Suspension and/or disconnection.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Due Date

The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by “due by,” “pay by,” “if paid by,” or other such language on the Customer’s bill.

Exchange

A unit established for the administration of local communication services.

Exchange Service

A local communications service furnished by means of local exchange plant and facilities.

Explanation of Acronyms and Trade Names

BOC = Bell Operating Carrier  
DA = Directory Assistance  
EAS = Extended Area Service  
FCC = Federal Communications Commission  
LATA = Local Access Transport Area  
NPA = Numbering Plan Area, more commonly known as Area Code  
SNI = Standard Network Interface

Extended Area Service or EAS

Telephone service, offered at a flat local rate, between Customers located within an exchange area and all Customers in an additional exchange area or areas.

Individual Case Basis

The application of a rate, charge, or condition of the tariff as determined by individual circumstances.

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

Interexchange Service

The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

InterLATA Service

The completion of calls between Local Access Transportation Areas.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

IntraLATA Service

The completion of calls between points within the boundaries of a Local Access Transportation Area.

Local Access Transportation Area or LATA

A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

Local Exchange Utility or Local Utility

A telephone utility that provides local service under a tariff filed with the Commission. The utility may also provide other services and facilities.

Local Service

Telephone service furnished between points located within an area where there is no toll charge.

Message

A telephone call made by a Customer.

Month

For billing purposes, a month is considered to have thirty (30) days.

Public Safety Answering Point

A communications facility operated on a twenty-four (24) hour basis and serving participating jurisdictions that initially receives 911 calls and either directly dispatches emergency response services or relays the calls to the appropriate public safety agency.

Rates

The usage amounts billed to Customers for regulated services and/or equipment.

Suspend or Suspension

To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Timely Payment

A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Carrier for a series of partial payments to settle a delinquent account.

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## SECTION 2 – REGULATIONS AND REGULATIONS

### 2.1 Undertaking of the Carrier

Pursuant to this tariff, Carrier undertakes to provide within the state regulated interLATA and intrastate intraLATA interexchange services described in Section 3.0. Service will be provided on a statewide basis.

#### 2.1.1 Application

This tariff contains the rates and regulations applicable to regulated intrastate interexchange services provided by Carrier between and among points within the State of Florida.

#### 2.1.2 Scope

Carrier's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Carrier between and among points in Florida are governed by this tariff.

#### 2.1.3 Interconnection with Other Carriers

Service provided by Carrier may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Carrier. However, service provided by Carrier is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

Resellers and rebillers of Carrier's services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

#### 2.1.4 Counsel for Carrier

Counsel for Carrier is: Swidler Berlin Shereff Friedman, LLP, 3000 K Street, N.W., Suite 300, Washington, D.C. 20007-5116, (202) 424-7500.

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
- B. Carrier reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.
- C. Carrier does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

2.3 Use

2.3.1 Lawful Purpose

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

2.3.2 Use of Service for Unlawful and/or Fraudulent Purposes

Carrier's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Carrier that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If Carrier receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

2.3.3 Unauthorized Use

Any individual who uses or receives Carrier's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for Carrier's costs of investigation and collection.

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.3.4 Recording Devices

Carrier's services are not designed for the use of recording devices, and Customers who use such devices to record two-way telephone conversations do so at their own risk.

2.3.5 Use of Service Mark

No Customer shall use any service mark or trademark of Carrier or refer to Carrier in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Carrier.

2.4 Liability

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, Carrier shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

Carrier shall not be liable for, and shall be fully indemnified and held harmless by, Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

No agent or employee of any other carrier shall be deemed to be an agent or employee of Carrier.

Carrier's liability due to any failure of the transmission shall not exceed an amount equal to the charges provided for by the applicable tariff (for regulated services) and applicable price list, catalogue, and/or contract (for all other services) for the call.

Carrier shall not be liable for damages arising out of the use of Carrier's services for the transmission of anything other than voice grade service. Notwithstanding anything to the contrary in this section, if Carrier's service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to Carrier or being found by Carrier to be out of order, and if the interruption is not the result of a negligent

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.4 Liability (Cont'd)

or willful act by the Customer, a malfunction of Customer-owned equipment, Carrier's inability to gain access to the Customer's premises, or causes beyond Carrier's control as described in the first paragraph of this section, Carrier will make appropriate adjustments upon request. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly charge for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report to Carrier, or discovery by Carrier, of the interruption.

2.5 Equipment

2.5.1 Inspection, Testing, and Adjustment

Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. Carrier may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

2.5.2 Interference and Hazard

The operating characteristics of Customer premises equipment or communications systems connected to Carrier's services must not interfere with, or impair, any of the services offered by Carrier. Additionally, connected Customer premises equipment must not endanger the safety of Carrier employees or the public, damage or interfere with the functioning of Carrier's equipment, or otherwise injure the public in its use of Carrier's services.

2.5.3 Maintenance and Repair

A. Customer Liability

The Customer shall be responsible for damages to Carrier's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using Carrier's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of Carrier's facilities except upon written consent of Carrier.

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.5 Equipment (Cont'd)

2.5.3 Maintenance and Repair

B. Leased or Owned Facilities

The Customer's obligation to Carrier is the same whether the facilities involved are Carrier's facilities or are facilities leased by Carrier from another party. If Carrier incurs expenses due to the Customer's actions that result in damage or impairment of Carrier's owned or leased facilities, Carrier will pass on to the Customer any and all expenses to repair Carrier's facilities or that the owner imposes on Carrier for leased facilities.

2.6 Application for Service

2.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish Carrier with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate creditworthiness, except that Carrier will not use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a Customer's creditworthiness without the written permission of the Customer. Any credit reports so used shall be mailed to Customer in order to provide the Customer an opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by Carrier as to that Customer's creditworthiness.

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.7 Billing

2.7.1 Monthly Billing

Bills to Customers will be issued monthly unless Carrier is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Toll charges are billed in arrears.

2.7.2 Bill Contents

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than thirty (30) days after the bill is rendered; the amount of the net charge, stated by category, for ancillary services and equipment, toll service, information service, sales tax and excise tax, and of any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. Carrier will also comply with reasonable requests for bill detail.

2.8 Payment for Service

2.8.1 Late Penalty Charge

Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid within thirty (30) days of receipt of the bill. Customer shall be responsible for all costs, including attorneys' fees, incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations arising under this tariff.

2.8.2 Timely Payment for Residential Customers

Each residential Customer is permitted to have a last day for timely payment changeable for cause in writing.

2.8.3 Collection

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

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**SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)****2.8 Payment for Service (cont'd)****2.8.4 Taxes**

All federal excise taxes, gross receipts taxes, and state and local sales, use and similar taxes, are the responsibility of the Customer, are billed as separate line items, and are not included in the quoted rates.

**2.9 Disputes and Complaints****2.9.1 Disputed Bills**

In the event of a dispute concerning the bill, Carrier will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and the service shall not be disconnected for nonpayment of the disputed amount during this time. If a Customer does not give Carrier written notice of a dispute with respect to Carrier's charges within two (2) years from the later of the date of the bill or the date of the discovery of the dispute, the bill shall be deemed correct and binding upon the Customer. However, the Commission, on its own initiative or upon Customer request, may review disputed bills at any time.

**2.9.2 Complaint Procedures**

Inquiries, general questions, or complaints may be directed informally to Carrier by telephone, in person, or in writing at Carrier's office located at 75 State Street, Suite 2500, Boston, MA 02109/ Complaints concerning the charges, practices, facilities, or services of Carrier will be investigated promptly and thoroughly. Carrier will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Carrier to review and analyze its procedures and actions. The records maintained by Carrier under this tariff will be available for inspection by the Commission or its staff upon request. Within thirty (30) days of the receipt of a written complaint, Carrier will provide written notice to the Customer of the status of the complaint.

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.9 Disputes and Complaints (Cont'd)

2.9.2 Complaint Procedures (Cont'd)

Each Customer may file with the Commission for resolution of disputes. The address of the Commission is:

Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6770

2.9.3 Bill Insert or Notice

Carrier shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a Carrier representative qualified to assist in resolving the complaint can be reached.

2.10 Service Refusal and Discontinuance

2.10.1 Notice of Pending Discontinuance

Prior to the discontinuance of service, Carrier shall provide at least five (5) working days, excluding Sundays and legal holidays, prior written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be at least five (5) days, excluding Sundays and legal holidays, with respect to an unpaid bill, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify a toll-free number at which a Carrier representative can be reached to provide additional information about the discontinuance.

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.10 Service Refusal and Discontinuance (Cont'd)

2.10.2 Reasons for Service Refusal and Discontinuance

Carrier may discontinue service to a Customer under the following conditions after giving the Customer at least five (5) working days (excluding Sundays and legal holidays) prior written notice:

- A. for failure of the Customer to pay a bill for service when due;
- B. for failure of the Customer to meet Carrier's credit requirements;
- C. for failure of the Customer to make proper application for service;
- D. for the Customer's violation of any of Carrier's rules on file with the Commission;
- E. for failure of the Customer to provide Carrier reasonable access to its equipment and property;
- F. for a failure of the Customer to furnish such service between Carrier and the Customer;
- G. for a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by Carrier as a condition of obtaining service; or
- H. when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when Carrier's business offices are not open to the public, except when an emergency exists.

2.11 Cancellations and Deferments of Service

When a Customer cancels or defers an order for service before the service is activated, a charge applies that will allow Carrier to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.11 Cancellations and Deferments of Service (Cont'd)

2.11.1 Cancellation

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, labor, nonrecoverable materials, and equipment expense.

2.11.2 Deferment of Start of Service

If a request for deferment of service is received by Carrier prior to the date an order for equipment or service is placed with Carrier's supplier, no charge shall apply. For deferments received by Carrier subsequent to the date the order for equipment or service is placed with Carrier's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to the deferred investment multiplied by the monthly prime interest rate as announced by the Wall Street Journal, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation, shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service. Charges shall not exceed the monthly rate that would have applied had the service been established. Carrier will also charge the Customer who defers service any and all rates and charges incurred by Carrier for any leased facilities for which Carrier is held responsible. Carrier will make a good faith effort to minimize those rates and charges whenever possible.

2.12 Information Service Access Blocking

Where facilities are available, Customers have the option to block access to all "900" prefix numbers, without charge. Carrier will comply with all applicable rules of the Commission concerning such blocking.

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SECTION 3 DESCRIPTION OF SERVICES OFFERED

3.1 Long Distance Interexchange Services

3.1.1 Nature of Service

Carrier offers long distance, interexchange telephone services that allow Customers to originate and terminate calls at locations within the State of Florida. Usage charges are billed on a "flat rate" basis so that calls in any time period, day, evening, night or weekend are subject to the same per-minute rate.

3.1.2 Availability

Carrier offers long distance interexchange services in Florida.

3.1.3 Dialing Procedures

Long distance interexchange services may be accessed by dialing the digit "1", followed by the NPA/area code, then the desired 7-digit local telephone number. Customers may also need to employ 1010XXX dialing, using an XXX code to be supplied by Carrier, to direct intraLATA calls to Carrier. Those calls may otherwise be carried by another carrier.

3.2 Postpaid Travel Card Service

[Reserved for future use]

3.3 Directory Assistance

[reserved for future use]

3.4 Operator Services

[reserved for future use]

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SECTION 3 DESCRIPTION OF SERVICES OFFERED

3.5 Promotional Offerings

Carrier may from time to time engage in special promotional service offerings designed to attract new Customers or to increase existing Customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations. Carrier's promotional offerings will be approved by the Commission with specific starting and ending dates and will be made a part of this tariff. Under no circumstances will a promotional offering of Carrier run for longer than 90 days in any 12-month period.

3.6 ICBs

In addition to tariffed promotional offerings, Carrier may offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such cases, the prices offered by Carrier shall not exceed the prices for similar services contained in this tariff.

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SECTION 4 - RATES AND CHARGES

4.1 Nonrecurring Charges

4.1.1 Early Termination Charges

[Reserved for future use]

4.1.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by Carrier (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges.

4.2 Usage Rates

4.2.1 Long Distance Interexchange Services

A. Chargeable Time

Chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when either side of the connection is terminated. Chargeable time does not include time lost because of faults or defects in the service.

Except as otherwise stated in this Tariff, calls are billed in six (6) second initial billing period, which is the minimum connection time. Any fractional portion of a call will be rounded up to the next highest six (6) second billing increment.

B. Outbound (1+)

These services are not mileage-sensitive

Switched	\$0.10 per minute
Dedicated	\$0.05 per minute

Inbound (800 Service)

Switched	[reserved for future use]
Dedicated	[reserved for future use]

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SECTION 4 - RATES AND CHARGES (Cont'd)

C. Post-Paid Travel Card Services

Via 800 Access

[Reserved for future use]

D. Public Payphone Use Charge

In addition to the per minute charges set forth in this Section 4, a public payphone use charge applies to all completed consumer calls made from a payphone which are not paid on a sent paid basis.

Per Call \$0.35

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