



**FLORIDA PUBLIC SERVICE COMMISSION**  
**Division of Communications, Certification & Compliance Section**  
**2450 SHUMARD OAK BOULEVARD**  
**TALLAHASSEE, FLORIDA 32399-0850**  
**(904) 413-6600**

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**APPLICATION FORM**

**for**

**AUTHORITY TO PROVIDE ALTERNATIVE LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF FLORIDA**

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**INSTRUCTIONS**

1. This form is used for an original application for a certificate and for approval of sale, assignment, or transfer of an existing alternative local exchange certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee.
2. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
3. Use a separate sheet for each answer which will not fit the allotted space.
4. Any questions regarding completion, contact above.
5. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250 made payable to the Florida Public Service Commission at the above address.

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

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

Original authority (new company)

Approval of transfer (to another certificated company)

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

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

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

Approval for transfer of control (to another certificated company)

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

**2. Name of applicant:**

Mat-Tell Communications, Inc.

**3. A. National Mailing Address including street name, number, post office box, city, state, zip code and phone number.**

Street: 2301 Collins Avenue  
PO Box  
City: Miami Beach  
State: Florida  
Zip: 33139  
Phone: (305) 531-8811

**B. Florida Mailing Address including street name, number, post office box, city, state, zip code and phone number.**

Street: 2301 Collins Avenue  
PO Box:  
City: Miami Beach  
State: Florida  
Zip: 33139  
Phone: (305) 531-8811

**C. Physical Address of alternative local exchange service in Florida including street name, number, post office box, city, state, zip code and phone number.**

Name: Mat-Tell Communications, Inc.  
Street: 2301 Collins Avenue  
PO Box:  
City: Miami Beach  
State: Florida  
Zip: 33139  
Phone: (305) 531-8811

**4. Structure of organization:**

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

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

Corporate charter number: P96000025503

See Exhibit IV

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

Mat-Tell Communications, Inc.

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

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

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

Not applicable

**9. State whether any of the officers, directors, or any of the ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.**

Not applicable.

10. Please provide the title, address, telephone number, internet address and facsimile number of the person serving as ongoing liaison with the Commission, and if different, the liaison responsible for this application:

**Application contact:**

Name: Debbie Gainor  
Title: Consultant to Mat-Tell Communications, Inc.  
P.O. Box: P.O. Drawer 200  
City: Winter Park  
State: Florida  
Zip: 32790-0200  
Phone: (407) 740-8575  
Fax: (407) 740-0613  
Internet Address:

**Ongoing Liaison:**

Name: Michael DiVeronica, Jr.  
Title: President  
P.O. Box:  
City: Miami Beach  
State: Florida  
Zip: 33139  
Phone: (305) 531-8811  
Fax: (305) 538-7141  
Internet Address:

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

None

12. Has the applicant been denied certification in any other state? Yes( ) No(X)  
If so, please list the state and reason for denial.

13. Have penalties been imposed against the applicant in any other state: Yes( ) No(X)  
If so, please list the state and reason for penalty.

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

Customers may call the company at its toll-free customer service number: 1-888-888-3526. In addition, customers may contact the company in writing at 2301 Collins Avenue, Miami Beach, Florida 33139.

15. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide alternative local exchange service in Florida.

**A. Financial capability**

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

1. the balance sheet
2. income statement
3. statement of retained earnings for the most recent 3 years

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

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

See Exhibit I.

**B. Managerial capability**

See Exhibit II.

**C. Technical capability**

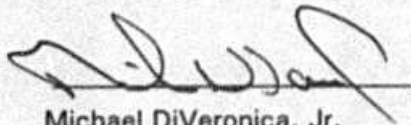
See Exhibit III.

## AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree punishable as provided in s. 775.082 and s. 775.083.

Official:



Michael DiVeronica, Jr.

Date:

6/22/96

Title:

President

Telephone:

(305) 531-8811

Address:

2301 Collins Avenue  
Miami Beach, FL 33139

Phone:

(305) 538-7141

**Mat-Tell Communications, Inc.**

**EXHIBIT I**

**FINANCIAL CAPABILITY**



**MAT-TELL COMMUNICATIONS INC.  
FORECASTED INCOME STATEMENT  
FIRST YEAR OF OPERATIONS (12 MONTHS)**

**REVENUE**

Telephone Operation	\$ 1,140,000	
Other Communications	\$ 2,960,000	
Total Revenue		\$ 4,100,000

**DIRECT COST**

Facilities	\$ 260,000	
Long distance and local service	1,640,000	
Total Direct Cost		\$ 1,900,000
Gross Margin		\$ 2,200,000

**EXPENSES**

Salaries	\$ 550,000	
Utilities	25,000	
Interest	250,000	
Depreciation	250,000	
Miscellaneous	5,000	
Total expenses		\$ 1,080,000

Operating Income Before Taxes		\$ 1,120,000
Income Taxes		426,000

NET INCOME		\$ 694,000
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**MAT-TELL COMMUNICATIONS INC.  
FORECASTED BALANCE SHEET  
END OF FIRST YEAR OF OPERATIONS**

**CURRENT ASSETS**

Cash	\$ 1,290,000	
Accounts Receivable	240,000	
Total Current Assets		\$ 1,530,000
Equipment	\$ 2,500,000	
Accumulated Depreciation	250,000	
Depreciation Cost		\$ 2,500,000
Total Assets		\$ 4,030,000

**LIABILITIES AND EQUITY**

**CURRENT LIABILITIES**

Accounts Payable	\$ 258,000	
Short Term Notes	250,000	
Income Taxes	426,000	
Other ST Liabilities	2,000	
Total Current Liabilities		\$ 936,000

Long Term Liabilities	\$ 2,000,000	
Total Liabilities		\$ 2,936,000

Initial Investment	\$ 150,000	
Paid in Capital	\$ 250,000	
Retained Earnings	694,000	
Total Equity		\$ 1,094,000

Total Liabilities and Equity		\$ 4,030,000
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**Mat-Tell Communications, Inc.**

**EXHIBIT II**

**MANAGERIAL CAPABILITY**

**Mat-Tell Communications, Inc.**  
**Managerial Capabilities**

Mat-Tell Communications intends to provide local and long distance services to the hospitality market. The founders have extensive experience in managing the telecommunications needs of the hospitality industry. The management teams expertise in finance, customer service, operations, sales, marketing and business administration is well suited to support its diversification into the resale telecommunications market. The following profiles of key personnel are provided as proof of the company's managerial capabilities.

**Michael DiVeronica, Jr., President**

Mr. DiVeronica is founder and President of Mat-Tell Communications, Inc. He presently owns and operates the Roney Plaza & Cafe, a hotel operating in Miami Beach, Florida. Since his ownership, Mr. DiVeronica has successfully managed this establishment making it profitable. He brings a hands on knowledge of business development and finance to the Mat-Tell management team. Mr. DiVeronica is a graduate of Broward Community College with a degree in Business Administration.

**Xinia Moore, Telecommunications Director**

Ms. Moore is co-founder and Telecommunications Director of Mat-Tell Communications, Inc. She has over sixteen years experience in the travel, tourism and hospitality industries with strengths in operations and customer service. Ms. Moore's responsibilities will include satisfying the telecommunications needs of the hospitality market. She is a graduate of Universidad Estatal in Costa Rica with a degree in Business Administration.

**Mario A. Cambo, Jr., Sales & Marketing Director**

Mr. Cambo has over fifteen years experience in the telecommunications industry. During his telecommunications career, he has held positions in Sales & Marketing at AT&T, Sprint Communications and World Pass Communications. Mr. Cambo is a graduate of Miami-Dade Community College with a degree in Business Administration.

**Mat-Tell Communications, Inc.**

**EXHIBIT III**

**TECHNICAL CAPABILITY**

**Mat-Tell Communications, Inc.**

**Technical Capability**

The company intends to provide local services as a reseller of underlying carrier facilities. Jeff Boldia, Systems Engineer for the Company, will provide technical support for all hardware, software and network related requirements. He will be responsible for installing, operating and maintaining the Company's switching equipment.

Mr. Boldia has over eleven years experience in the telecommunications industry. He has held Systems Engineering positions with Motorola, Inc.; Harris, Corp.; Dow Chemical; Westinghouse Electric, Corp. and General Motors, Corp. Mr. Boldia is a graduate of Michigan State University with a degree in Electrical Engineering.

The companies in-house abilities will be supplemented by the expertise and technical assistance of its underlying carriers and switch equipment vendor. The Company will choose its underlying carriers carefully and, in part, bases its decision to use a carrier on each carrier's responsiveness and quality of service.

**Mat-Tell Communications, Inc.**

**EXHIBIT IV**

**ARTICLES OF INCORPORATION**



FLORIDA DEPARTMENT OF STATE  
Sandra B. Morham  
Secretary of State

March 22, 1996

MAT-TELL COMMUNICATIONS, INC.  
2301 COLLINS AVENUE  
MIAMI BEACH, FL 33139

The Articles of Incorporation for MAT-TELL COMMUNICATIONS, INC. were filed on March 22, 1996, and assigned document number P96000025503. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H96000004125.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SE-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Loria Poole  
Corporate Specialist  
New Filings Section  
Division of Corporations

Letter Number: 096A0001325B



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MAT-TELL COMMUNICATIONS, INC., a Florida corporation, filed on March 22, 1996, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H96000004125. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P96000025503.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-second day of March, 1996

Authentication Code: 096A00013258-032296-P96000025503-1/1



CR2EO22 (1-85)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

01001000ARTICLE1.D04

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**ARTICLES OF INCORPORATION**

**OF**

**MAT-TELL COMMUNICATIONS, INC.**

I, the undersigned, for the purposes of forming a corporation for profit pursuant to the laws of the State of Florida, do hereby make, subscribe, acknowledge and file the following Articles of Incorporation.

**ARTICLE I**

**NAME**

The name of the Corporation shall be:

**MAT-TELL COMMUNICATIONS, INC.**

**ARTICLE II**

**TERM OF EXISTENCE**

This Corporation shall exist perpetually or until dissolved by due process of law.

**ARTICLE III**

**PURPOSE**

This corporation is organized for the general purpose of transacting any or all lawful business permitted under the laws of the United States and the State of Florida.

**ARTICLE IV**

**CAPITAL STOCK**

This Corporation is authorized to issue par value common stock as described below, and none other:

Maximum Number of Shares: 7,500

Greenspoon & Marder  
Gerald Greenspoon, Esq. Par Value Per Share: \$1.00  
100 W. Cypress Creek Rd.  
Suite 700  
Ft. Lauderdale, FL 33309  
(305) 491. 1120  
FBN. 283983

H 960000 04125

H 960000 04125

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The authorized shares of par value common stock may be issued only for a consideration having a value, in the judgment of the Board of Directors, equivalent at least to the full par value of the stock so to be issued. Such consideration may be in the form of cash, real property, tangible personal property, intangible personal property, labor or services rendered, other than future services, or any combination of the foregoing.

Each share of common stock of this Corporation shall entitle the holder of record thereof to one vote upon each proposal presented at lawful meetings of the Shareholders. No holder of common stock of this Corporation shall be entitled to any right of cumulative voting.

**ARTICLE V**

***PREEMPTIVE RIGHTS***

The Corporation may provide for preemptive rights of stockholders pursuant to provisions of its By-laws, but no preemptive rights shall exist unless specifically approved for inclusion in the By-laws.

**ARTICLE VI**

***INITIAL REGISTERED OFFICE AND AGENT***

The initial street address of the registered office of this Corporation in the State of Florida shall be:

100 West Cypress Creek Road  
Suite 700  
Ft. Lauderdale, Florida 33309

The Corporation may also maintain its principal office and branch offices at such places and in such states and foreign countries as the Board of Directors may from time to time by resolution provide.

The name of the initial Registered Agent of this Corporation at the aforementioned address is: Gerald Greenspoon.

**ARTICLE VII**

H 9600004125

***INITIAL BOARD OF DIRECTORS***

The business of this Corporation shall be conducted by a Board of Directors of not less than one (1), nor more than fifteen (15) persons. The Board of Directors shall be elected at the annual meeting of the stockholders of this Corporation, which meeting shall be held at such time as provided by the By-Laws. They shall hold office until their successors are elected or appointed and have qualified, unless otherwise provided by the By-Laws.

The name and street address of the initial director who is to conduct the affairs of this Corporation until the first meeting and election and qualification of his successor:

<b>NAME</b>	<b>ADDRESS</b>
Michael DiVeronica	2301 Collins Avenue Miami Beach, Florida 33139

***ARTICLES VIII******INCORPORATOR***

The name and address of the individual signing these Articles of Incorporation is:

<b>NAME</b>	<b>ADDRESS</b>
Gerald Greenspoon	100 West Cypress Creek Road, Suite 700 Ft. Lauderdale, Florida 33309

***ARTICLE IX******CORPORATE ADDRESS***

The address of the Corporation shall be:

2301 Collins Avenue  
Miami Beach, Florida 33139

H 960000 041 25

H 960000 041 25

**ARTICLE IX****MISCELLANEOUS**

1. No contract or other transaction between this Corporation and any other corporation shall be affected or invalidated by the fact that any one or more of the directors of this Corporation is or are interested in, or is a director or officer of such other corporation.

2. Upon election of the Board of Directors by the stockholders, such Board shall manage the business and affairs of the corporation, without the need of further authorization from the stockholders, except as provided by law, or otherwise herein.

3. The initial By-Laws of this Corporation shall be adopted by the Board of Directors. The By-Laws may be amended from time to time by either the Shareholders or the Directors. The Shareholders may amend, alter, or repeal any By-Law adopted by the Directors. The Directors may not alter, amend or repeal any By-Law adopted by the Shareholders, nor may the Directors adopt By-Laws which would be in conflict with the By-Laws adopted by the Shareholders.

4. The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation in a manner now or hereafter prescribed by law; and all rights conferred upon Stockholders herein are granted subject to that reservation.

5. Any Incorporator or Shareholder present at any meeting, either in person or by proxy, and any Directors present in person at any meeting of the Board of Directors shall conclusively be deemed to have received proper notice of such meeting unless he shall make objection at such meeting to any defect or insufficiency of notice.

6. The Corporation shall indemnify all Officers and Directors of the Corporation to the fullest extent permitted by law.

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IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation, this 20th day of March, 1996.

*[Handwritten Signature]*  
Gerald Greenspoon (SEAL)

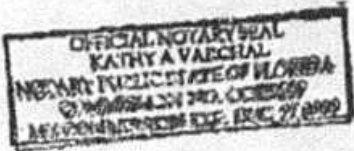
STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF BROWARD )

BEFORE ME, a Notary Public authorized to take acknowledgements in the State and County set forth above, personally appeared Gerald Greenspoon known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and who acknowledged before me that he executed said Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, in the State and County aforesaid, this 20th day of March, 1996.

*[Handwritten Signature: Kathy A. Vercel]*  
NOTARY PUBLIC, State of Florida  
Printed Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_

My Commission Expires:



H 960000 04125

H 960000 04125

The Undersigned hereby accepts designation as Registered Agent of the Corporation.

GREENSPOON, MARDER, HIRSCHFELD,  
RAFKIN, ROSS & BERGER, P.A.

BY:

  
Gerald Greenspoon

In pursuance of Chapter 607.34 Florida Statutes, the following is submitted, in compliance with said Act: First that Mat-Tell Communications, Inc., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Miami Beach, County of Dade, State of Florida, has named Gerald Greenspoon, located at 100 W. Cypress Creek Road, Suite 700, City of Fort Lauderdale, County of Broward, State of Florida, as its agent to accept service of process within this state.

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Registered Agent

  
Gerald Greenspoon

H 960000 04125

**Mat-Tell Communications, Inc.**

**EXHIBIT V**

**PRICE LIST**



**TITLE PAGE**

**FLORIDA LOCAL EXCHANGE  
TELECOMMUNICATIONS PRICE LIST**

**OF**

**Mat-Tell Communications, Inc.**

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Mat-Tell Communications, Inc. ("Mat-Tell") with principal offices located at 2301 Collins Avenue, Miami Beach, FL 33139. This Price List is applicable to local exchange services furnished within the State of Florida. This Price List is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED: August 21, 1996

EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

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**CHECK SHEET**

This Price List contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original Price List.

<b>SHEET</b>	<b>REVISION</b>	<b>SHEET</b>	<b>REVISION</b>
1	Original *	16	Original *
2	Original *	17	Original *
3	Original *	18	Original *
4	Original *	19	Original *
5	Original *	20	Original *
6	Original *	21	Original *
7	Original *	22	Original *
8	Original *	23	Original *
9	Original *	24	Original *
10	Original *	25	Original *
11	Original *	26	Original *
12	Original *	27	Original *
13	Original *	28	Original *
14	Original *		
15	Original *		

\* Indicates new or revised sheet with this filing

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**ISSUED:** August 21, 1996**EFFECTIVE:**

**ISSUED BY:** Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

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ISSUED: August 21, 1996

EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

### 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.

When changes are made in any Price List sheet, a revised sheet will be issued canceling the Price List sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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ISSUED: August 21, 1996

EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

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**PRICE LIST FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- 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 FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List pages in effect. Consult the check sheet for 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).
- D. Check Sheets** - When a Price List filing is made with the FPSC, 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 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 the check sheet 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 Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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ISSUED: August 21, 1996

EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

C.O.	-	Central Office
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

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ISSUED: August 21, 1996

EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definitions**

**Answer Supervision** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

**Authorized User** - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Subscriber under the terms and regulations of this tariff.

**Carrier or Company** - Used throughout this tariff to refer to Mat-Tell Communications, Inc. unless otherwise clearly indicated by the context.

**Company** - Used throughout this tariff to refer to Mat-Tell Communications, Inc. unless otherwise clearly indicated by the context.

**Customer** - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

**Customer Designated Premises** - The premises specified by the Customer for termination of services.

**Day Rate Period** - After 8:00 am to, but not including, 5:00 pm Monday through Friday.

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ISSUED: August 21, 1996

EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definitions (cont'd.)**

**End Office Switch** - A switching system where exchange service Customer station loops are terminated for the purposes of interconnection to each other and to trunks.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Exchange** - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**Local Access and Transport Area (LATA)** - A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 for the provision of administration of communication services. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**Local Calling Area** - A geographical area in which an End User may complete a call without incurring toll charges.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

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ISSUED: August 21, 1996

EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811



## SECTION 2.0 - RULES AND REGULATIONS

### 2.1 Applicability of Tariff

This tariff is applicable to local exchange telecommunications services provided by Mat-Tell Communications, Inc. within the state of Florida.

### 2.2 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities.; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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ISSUED: August 21, 1996

EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Payment and Credit Regulations**

**2.3.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Mat-Tell. Payment responsibility includes all local and toll calls originating from the Customers' premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charges.

All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within two months after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.3.2** Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract.

**2.3.3** In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.

**2.3.4** The Company reserves the right to assess a return-check charge of \$15.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned unpaid to Mat-Tell Communications, Inc. by a bank for any reason, including insufficient funds or closed accounts.

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Payment and Credit Regulations, (cont'd.)**

**2.3.5 Deposits**

The Company does not require a deposit from the Customer or Subscriber.

**2.3.6 Advance Payments**

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

**2.3.7 Taxes**

All state and local taxes, including but not limited to gross receipts taxes, sales taxes, and municipal utilities taxes, or associated surcharges, are listed as separate line items and are not included in the rates listed in this tariff.

**2.3.8 Disputed Charges**

The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Refunds or Credits for Service Outages or Deficiencies**

**2.4.1 Credit Allowance for Interruptions of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than 1/2 hour in duration. Credit for outages greater than 1/2 in duration is issued for fixed recurring monthly charges only. No credit is given for usage-sensitive charges. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

**2.4.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Liability**

**2.5.1** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

**2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Liability (cont'd.)**

**2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

**2.5.4** When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Minimum Service Period**

The minimum service period is one month (30 days).

**2.7 Cancellation by Customer**

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of Mat-Tell Communications, Inc. may cancel service at any time upon reasonable notice. Upon such cancellation the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Refusal or Discontinuance by Company**

Mat-Tell Communications, Inc. may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- (a) For failure of a Customer to make a deposits as required under this tariff;
- (b) For impersonation of another with fraudulent intent;
- (c) For nonpayment of any sum due;
- (d) For use of service in a manner reasonably to be expected to frighten, abuse, torment or harass another;
- (e) For any other violation of the Company's rules and regulations applying to Customer's contracts or the furnishing of service;
- (f) Without notice for abandonment of service;
- (g) Without notice for use of service in such a way as to impair or interfere with the service provided to other Customers;
- (h) Without notice for abuse or fraudulent use of service.

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ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811



**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling Mat-Tell's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**2.10 Employee Concessions**

[Reserved for Future Use]

**2.11 Terminal Equipment**

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

**2.12 Applicable Law**

This tariff shall be subject to and construed in accordance with Florida law.

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.14 Restoration of Service**

Restoration of service shall be accomplished in accordance with Florida PSC rules and regulations.

**2.15 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

**2.16 Access to Customer's Premises**

The customer shall be responsible for making arrangements or obtaining permission safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.17 Credit Requirements**

The Company reserves the right to deny or cancel service to entities which do not meet the Company's credit requirements or for whom credit information is not available.

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**ISSUED:** August 21, 1996

**EFFECTIVE:**

**ISSUED BY:** Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

### SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES

#### 3.1 Quality of Service Standards

Mat-Tell Communications, Inc. will offer local exchange services, including dial tone and local calling services, on a twenty-four hours a day, seven days a week basis.

Mat-Tell Communications, Inc.'s services will provide service to meet the following standards:

- (a) At least 95% of all calls will receive dial tone within three (3) seconds;
- (b) At least 97% of all calls offered to any trunk group will not encounter an all-trunks busy condition;
- (c) Call completion rate for intra-office calls, inter-office calls, extended area calls and intraLATA toll calls will be at least 95%.
- (d) Overall transmission losses within each inter-toll trunk group will not vary more than plus or minus two (2) db.

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

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**SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D.)**

**3.2 Basic Flat Rate Local Service**

**3.2.1 Residential Line**

Residential line service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each residential line established.

A rotary or hunting arrangement is available with residential line service for an additional monthly charge. A rotary or hunting arrangement will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

Nonrecurring connection charge:	
First line	\$50.00
Each add'l line	\$12.00
Monthly recurring charge, per line:	\$10.65
Monthly charge for rotary or hunting, per line:	\$ 5.33

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

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**SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D.)****3.2 Basic Flat Rate Local Service, (cont'd)****3.2.2 Business Line**

Business line service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each business line established.

A rotary or hunting arrangement is available with business line service for an additional monthly charge. A rotary or hunting arrangement will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

Nonrecurring connection charge:	
First line	\$75.00
Each add'l line	\$12.00
Monthly recurring charge, per line:	
	\$29.10
Monthly charge for rotary or hunting, per line:	
	\$10.42

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**ISSUED:** August 21, 1996**EFFECTIVE:**

**ISSUED BY:** Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

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**SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D.)****3.2 Basic Flat Rate Local Service, (cont'd)****3.2.3 Business Trunk**

Business trunk service provides touchtone capabilities. A one-time nonrecurring charge applies for installation of service. A flat-rate monthly recurring charge applies for each business trunk established.

A rotary or hunting arrangement is available with business trunk service for an additional monthly charge. A rotary or hunting arrangement will allow completion of an incoming call to any of the lines in a group if there is a line in that group not in use at the time.

Nonrecurring connection charge:	
First trunk	\$75.00
Each add'l trunk	\$12.00
Monthly recurring charge, per trunk:	\$49.47
Monthly charge for rotary or hunting, per line:	\$10.42

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**ISSUED:** August 21, 1996**EFFECTIVE:**

**ISSUED BY:** Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

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**SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D.)****3.3 Directory Assistance**

Customers may obtain assistance, for a charge, in determining a telephone number by dialing local directory assistance. A directory assistance charge applies for each telephone number requested from the Directory Assistance Operator.

Per request: \$ .25

**3.4 Custom Calling Features**

Custom Calling Features are offered in addition to basic local service, on an optional basis and where technically feasible. A monthly and nonrecurring charge applies to each feature subscribed to by the Customer.

If multiple Custom Calling Features are added simultaneously, only one nonrecurring charge applies. If Custom Calling Features are requested when new service is established, only the nonrecurring charges associated with the residential line or business line/trunk installation applies.

**3.4.1 Three Way Calling**

Three Way Calling permits an existing call to be held, and, by dialing, a second telephone call can be established and added to the connection. This service contemplates that normal transmission performance quality can not be guaranteed on all calls.

Nonrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk: \$ 3.75

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811



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**SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D.)****3.4 Custom Calling Features, (cont'd.)****3.4.2 Call Forwarding**

Call Forwarding provides an arrangement for transferring incoming calls to another local service telephone number by dialing a code and the number of the service to which calls are to be transferred. In addition, calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred.

Nonrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk: \$ 6.60

**3.4.3 Call Waiting**

Call Waiting by means of a tone signal a customer who is using the telephone is alerted when another caller is trying to reach that station. Permits putting first call on hold so that second call can be answered.

Nonrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk: \$ 5.80

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**ISSUED BY:** Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D.)**

**3.4 Custom Calling Features, (cont'd.)**

**3.4.4 Speed Calling (8 code)**

Speed Calling provides for the calling of a seven or ten digit telephone number by dialing an abbreviated code. Up to eight abbreviated codes are assignable.

Nonrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk \$ 3.00

**3.4.5 Speed Calling (30 code)**

Speed Calling provides for the calling of a seven or ten digit telephone number by dialing an abbreviated code. Up to thirty abbreviated codes are assignable.

Nonrecurring connection charge: \$19.00

Monthly recurring charge, per line or trunk \$ 5.00

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ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

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**SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D.)****3.5 Operator Assisted Local Calls**

Operator Assisted Local Calls are calls placed to a local calling area, areas that can be called on a flat rate basis, with the assistance of an operator. An operator surcharge applies to each operator assisted call.

Station to Station Calling/Credit Card, per call:	\$ .75
Station to Station Collect, Third Number, per call:	\$1.00
Person to Person, per call:	\$2.50

If the operator dials the terminating number, the following per call charge applies in addition to the operator surcharges defined in Section 3.5 of this tariff.

Per Call Charge:	\$ .60
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**3.6 Verification and Emergency Interrupt Service**

Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit. The customer shall indemnify and save Customer harmless against all claims that may arise from either party to the interrupted call or any person.

Verification Service is provided for the purpose of aiding subscribers with legitimate call completion problems. Upon request the operator will verify and provide the line status condition of a local subscriber line. A subscriber originated request for verification of a local number other than an emergency agency number is a chargeable verification request if Customer determines that the line is in use. No charge applies if the line is out of order.

Verification, each request:	\$.35
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**ISSUED:** August 21, 1996**EFFECTIVE:**

**ISSUED BY:** Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811

**SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D.)**

**3.6 Verification and Emergency Interrupt Service, (cont'd.)**

Emergency Interrupt Service is provided when a subscriber has originated a verification request to a line which has been found in a busy talking state informs the operator that an urgent or emergency situation exists and requests that the operator have the busy line cleared. A subscriber originated request for Emergency Interrupt to a local number other than an emergency agency is a chargeable Interrupt request.

Emergency Interrupt, each request: \$ .40

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EFFECTIVE:

ISSUED BY: Michael DiVeronica, Jr.  
2301 Collins Avenue  
Miami Beach, Florida 33139  
(305) 531-8811