



August 20, 1996

OVERNIGHT

FILE COPY

960956-TX

210 N. Park Ave.
P.O. Drawer 200
Winter Park, FL
32790-0200

Mr. Walter D'Haeseleer
Executive Director
Florida Public Service Commission
2450 Shumard Oak Boulevard
Gerald L. Gunter Building, Room 270
Tallahassee, FL 32399-0850

Tel: 407-740-8575
Fax: 407-740-0613

RE: Initial Application and Tariff of Mat-Tell Communications Inc. for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OPC _____
- RCH _____
- SEC _____
- WAS _____
- OTH _____

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of Mat-Tell Communications Inc. Also enclosed is a check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope provided for that purpose.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Thomas M. Forte
Consultant to
Mat-Tell Communications Inc.

RECEIVED & FILED

EPSC-BUREAU OF RECORDS

Xinia Moore - Mat-Tel
file: Mat-Tel - FL
TMX# FL96000

Check received and
forwarded for deposit.
Fiscal Department
to RAR with proof of deposit.

Initials of person who forwarded check:

A.J.

DOCUMENT NUMBER-DATE

08824 AUG 21 96

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

Application Form

for

Authority to Provide Interexchange Telecommunications Service

Between Points Within the State of Florida

To: Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Gerald R. Gunter Building, Room 270
Tallahassee, Florida 32399-0850
(904) 413-6600

This package includes the original and twelve (12) copies of the application along with a non-refundable application fee of \$250.00.

1. This is an application for:

- (X) Original Authority (new company)
- () Approval of transfer (to another certificated company)
- () Approval of assignment of existing certificate (to a noncertificated company)
- () Approval for transfer of control (To another certificated company).

2. 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.
- () **Alternative Operator Service** - 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.
- (X) **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.
- () **Call aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers associated with such aggregated telecommunications business.

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

Mat-Tell Communications, Inc.

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

Not Applicable

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

2301 Collins Avenue
Miami Beach, Florida 33139
Telephone (305) 531-8811

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

2301 Collins Avenue
Miami Beach, Florida 33139
Telephone (407) 531-8811

7. 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"/> Other, _____ | |

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

Not applicable

(a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.

(b) Indicate if the individual or any of the partners have previously been:

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

(2) 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 the company, give reason why not.

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

See: Attachment I

- (b) Name and address of the company's Florida registered agent.

Gerald Greenspoon
100 West Cypress Creek Road, Suite 700
Ft. Lauderdale, FL 33309

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: P96000025503

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

No officer, director or stockholder of the company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the company are involved in proceedings which may result in such action.

- (2) 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 the company, give reason why not.

No officer, director, partner or stockholder of the company is an officer, director or stockholder in any other Florida certificated telephone company.

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

- (a) The application:

Debbie Gainor
Consultant to Mat-Tell Communications, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
(407) 740-8575
(FAX) 740-0613

- (b) Official Point of Contact for the ongoing operations of the company:

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

- (c) Tariff:

Debbie Gainor
Consultant to Mat-Tell Communications, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
(407) 740-8575

(d) **Complaints/Inquiries from customers:**

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

11. **List the states in which the applicant:**

- (a) **Has operated as an interexchange carrier.**
No
- (b) **Has applications pending to be certificated as an interexchange carrier.**
None
- (c) **Is certificated to operate as an interexchange carrier.**
No
- (d) **Has been denied authority to operate as an interexchange carrier and the circumstances involved.**
None
- (e) **Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.**
None
- (f) **Has been involved in civil court proceedings with an interexchange carrier, local exchange carrier or other telecommunications entity, and the circumstances involved.**
None

12. **What services will the applicant offer to other certified telephone companies:**

- | | | | |
|--------------------------|------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Facilities | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales |
| <input type="checkbox"/> | Maintenance | | |
| <input type="checkbox"/> | Other: _____ | | |

13. **Do you have a marketing program?**

Yes

14. Will your marketing program:

- Pay commissions?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

15. Explain any of the offers checked in question 13 (to whom, what amount, type of franchise, etc.).

Commissions may be paid to sales representatives based on sales performance.

16. Who will receive the bills for your service (check all that apply)?

- | | |
|--|--|
| <input checked="" type="checkbox"/> Residential customers | <input checked="" type="checkbox"/> Business customers |
| <input checked="" type="checkbox"/> PATS providers | <input checked="" type="checkbox"/> PATS station end-users |
| <input checked="" type="checkbox"/> Hotels & motels | <input checked="" type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. dormitory residents |
| <input checked="" type="checkbox"/> Other:(specify) <u>Anyone who uses the company's service</u> | |

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not, who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?
Yes, Mat-Tell Communications, Inc.'s name will appear on customer bills along with a telephone number for billing inquiries. The company's toll-free number is 888-888-3526.

(b) The name and address of the firm who will bill for your service.

Mat-Tell Communications, Inc. will direct bill their customers.

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attachment II.

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

- 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

- 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

- 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

- MTS for pay telephone service providers.

- Block of time calling plan (i.e. Reach Out Florida, Ring America, etc.)

- 800 Service (toll free)

- WATS type service (i.e. bulk or volume discount)
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities

- Private line services (Channel Services i.e. 1.544 mbps, DS-3, etc.)

- Travel service
 - Method of access is 950
 - Method of access is 800

- 900 service

- Operator Services
 - Available to presubscribed customers
 - Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.)
 - Available to inmates
- Services included are:
 - Station assistance
 - Person to person assistance
 - Directory assistance
 - Operator verify and interrupt
 - Conference calling

20. **What does the end user dial for each of the interexchange carrier services that were checked in services that were checked in services included (above).**

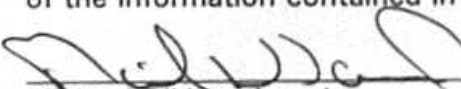
For direct dialed long distance calls: 1 + destination telephone number.

For travel card service calls: 800 access number + personal identification number + destination telephone number.

21. **Other:**

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 its 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 one and one-half percent, or currently applicable rates, on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax, or other currently applicable percentage, must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.



Michael DiVeronica, Jr.
President
Mat-Tell Communications, Inc.

6/22/96

Date

APPENDICES

- A - Certificate of Transfer Statement
- B - Customer deposits and advance payments
- C - Intrastate network
- D - Florida telephone exchanges and EAS routes
- E - Glossary

ATTACHMENTS:

- I - Florida Secretary of State Registration
- II - Proposed Tariff

APPENDIX A

CERTIFICATE OF TRANSFER STATEMENT

I, _____, current holder of
certificate number _____, have reviewed this application
and join in the petitioner's request.

Not Applicable.

Signature of owner or chief officer of the certificate
holder.

Title: _____

Date: _____

APPENDIX B

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 responded to in one of the following ways (applicant please check one):

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



Michael DiVeronica, Jr.
President
Mat-Tell Communications, Inc.

Date: 6/22/96

APPENDIX C

INTRASTATE NETWORK

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

1) 2301 Collins Avenue 2)
Miami Beach, Florida

3) 4)

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

1) 2301 Collins Avenue 2)
Miami Beach, Florida

3) 4)

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

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
1)	Fiber	Lease
2)		
3)		

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate. (Appendix D)

Mat-Tell will initially offer service from Miami, Ft. Lauderdale, Pompano Beach, Hollywood and North Dade. Eventually Mat-Tell intends to offer service statewide.

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4)(a) (copy enclosed).

Not applicable

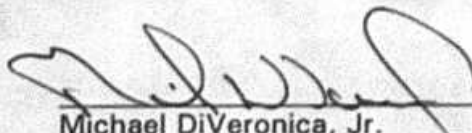
6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

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

Not applicable

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

Not applicable



Michael DiVeronica, Jr.
President
Mat-Tell Communications, Inc.

Date

6/22/96

APPENDIX D

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

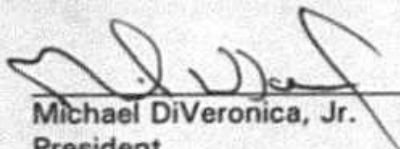
Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

Jacksonville
Gainesville
Daytona Beach
Ocala
Orlando
Cocoa
Melbourne
West Palm Beach
Miami
Pensacola
Panama City
Tallahassee
Titusville

Tampa
Clearwater
St. Petersburg
Lakeland
Winter Park
Ft. Lauderdale
Pompano Beach
Hollywood
North Dade
Sarasota
Ft. Myers
Naples

Mat-Tell Communications, Inc. intends to offer service throughout the State of Florida.



Michael DiVeronica, Jr.
President
Mat-Tell Communications, Inc.

6/22/96

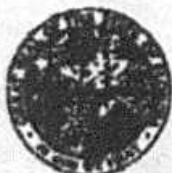
Date

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA

ATTACHMENT II

PROPOSED TARIFF



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
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 SS-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: 096A00013258

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
Secretary of State

0:\001685\ARTICLE1.DW

7

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
(308) 491. 1120
FBN. 283983

H 960000 04125

H 960000 04125

H 96000004125

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 96000004125

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:

NAME	ADDRESS
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:

NAME	ADDRESS
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 04125

H 960000 04125

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.

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

H 960000 04125

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
Mat-Tell Communications, Inc.

This tariff 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, Florida 33139 . 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 the Company's principal place of business.

ISSUED: August 21, 1996

EFFECTIVE:

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

CHECK SHEET

This tariff 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 tariff.

SHEET	REVISION	SHEET	REVISION
1	Original *	23	Original *
2	Original *	24	Original *
3	Original *	25	Original *
4	Original *	26	Original *
5	Original *	27	Original *
6	Original *	28	Original *
7	Original *	29	Original *
8	Original *	30	Original *
9	Original *	31	Original *
10	Original *	32	Original *
11	Original *	33	Original *
12	Original *	34	Original *
13	Original *	35	Original *
14	Original *	36	Original *
15	Original *	37	Original *
16	Original *	38	Original *
17	Original *	39	Original *
18	Original *	40	Original *
19	Original *	41	Original *
20	Original *	42	Original *
21	Original *	43	Original *
22	Original *		

* Indicates new or revised sheet with this filing

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

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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 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.

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

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TARIFF 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 tariff. 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 tariff approval process, the most current sheet number on file with the Commission is not always the tariff 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).
 - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When a tariff filing is made with the FPSC, 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 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 tariff 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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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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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

1.2 Definitions

Authorized User - A person, firm, corporation or other entity who is authorized by the Subscriber 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. The Customer is also a Subscriber when the Customer orders services on behalf of him/herself.

Dedicated Access - Where access between the Customer and the interexchange carrier is provided on dedicated circuits.

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.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

1.2 Definitions, (cont'd.)

Mat-Tell - Used throughout this tariff to refer to Mat-Tell Communications, Inc.

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

Switched Access - Where origination or terminating access between the Customer and the interexchange is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Mat-Tell's services and facilities are furnished for communication; originating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Mat-Tell arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by Mat-Tell within the state of Florida.

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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. 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. Late payment fees apply pursuant to Section 4 of this tariff.
- 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 to Mat-Tell by a bank for insufficient funds.
- 2.3.5 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person, including all charges placed against Travel Card numbers. Customers are responsible for the security and usage of all Travel Card numbers. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. Customers may be required to accept a Travel Card number change if the Customer claims that unauthorized calls were made using his/her assigned number.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

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

2.3.2 Deposits

The Company does not require a deposit from the Customer.

2.3.3 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.

2.3.4 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.

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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 are limited to the minimum initial period call charges for re-establishing the interrupted call.

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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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.4 Refunds or Credits for Service Outages or Deficiencies, (cont'd.)

2.4.3 Liability

- (A) 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.

- (B) 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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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.4 Refunds or Credits for Service Outages or Deficiencies, (cont'd.)

2.4.3 Liability (con't.)

- (C) 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.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.4 Refunds or Credits for Service Outages or Deficiencies, (cont'd.)

2.4.3 Liability (con't.)

- (D) 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.

2.5 Minimum Service Period

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

2.6 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 may cancel service by providing thirty (30) days written notice to Mat-Tell. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.7 Refusal or Discontinuance by Company

2.7.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Mat-Tell will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.7.2 Mat-Tell 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 non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (B) For use of telephone service for any purpose other than that described in the application.
- (C) For neglect or refusal to provide reasonable access to Mat-Tell uses its agents for the purpose of inspection and maintenance of equipment owned by Mat-Tell or its agents.
- (D) For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.7 Refusal or Discontinuance by Company, (cont'd.)

- (E) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- (F) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Mat-Tell equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by Mat-Tell or its agents.
- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Mat-Tell may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (I) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- (J) For periods of inactivity over sixty (60) days.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.8 Limitations of Service

- 2.8.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.8.2 Mat-Tell reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.8.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4 Mat-Tell reserves the right to discontinue the offering of service or deny an application for service if changes in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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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.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.16 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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SECTION 3.0 - DESCRIPTION OF SERVICE

3.1 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 95% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.



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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)

3.2 Calculation of Distance, (cont'd.)

EXAMPLE: Distance between Miami and New York City -

	V	H
Miami:	8,351	529
New York:	<u>4,997</u>	<u>1,406</u>
Difference:	3,354	-877
Square and add:	$11,249,316 + 769,129 = 12,018,445$	
Divide by 10:	$12,018,445 / 10 = 1,201,844.5$	
Round up:	1,201,845	
Take square root:	$\sqrt{1,201,845} = 1,096.3$	
Round up:	1,097 miles	

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)

3.3 Timing of Calls

3.3.1 Long distance usage charges are based on usage of Mat-Tell's service. Chargeable time begins when a connection (i.e. two-way communications) is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.3.2 Minimum call duration and usage measurement and rounding for billing purposes is specified on per-product basis in the rate section of this tariff.

3.3.3 No charges apply to incomplete calls.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)

3.4 Rate Periods

3.4.1 Time of Day Periods

The appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM	EVENING RATE PERIOD (Non-Day Period)						EVE
11:00 PM* TO 8:00 AM	NIGHT/WEEKEND RATE PERIOD (Non-Day Period)						

* to, but not including

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)

3.5 Service Offerings

Mat-Tell offers a variety of telecommunications service to its Customers. Intrastate service is offered in conjunction with interstate service.

3.5.1 Switched Long Distance Service

This service provides customers with direct dial "1+" long distance calling. Calls originate via switched access facilities using normal business or residential lines. Calls are billed in six (6) second increments with a minimum call duration of eighteen (18) seconds.

3.5.2 Dedicated Long Distance Service

This service provides customers with direct dial "1+". Direct dial calls originate via dedicated access facilities. The Customer is responsible for all charges associated with the dedicated access lines. Calls are billed in six (6) second increments with a minimum call duration of eighteen (18) seconds.

3.5.3 Travel Card Service

Travel Card permits customer to use Mat-Tell's service when away from their primary place of business or residence. The Customer must dial a toll-free access code and personal identification number to place a call. Calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds.

In addition to the per minute rates, a per call rate applies.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**3.5 Service Offerings, (cont'd.)****3.5.4 Prepaid Travel Card Service**

Prepaid Travel Service is offered as a usage sensitive with a per call charge travel card account service. Establishment of an account balance entitles the consumer to access the Carrier's network for a preset amount of usage. Usage will be debited from the available account balance in full-minute increments on a real-time basis. Customers will be interrupted with an announcement when the account balance is about to be exhausted.

Debit cards containing account numbers and dialing instructions are available in various denominations. The debit card is non-refundable and will expire on the date specified on the card or package in which the card is enclosed. Any unused balances may be applied toward any replenishment amount. Unlike a deposit or advance payment, the debit card account balance is not held against future payment as all service is available for immediate consumption.

3.5.5 Prepaid Travel Card Service - Sponsor Program

A Sponsor Program is offered to organizations or commercial entities for distribution of debit cards to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Carrier and the Sponsor. The Sponsor is responsible for name, service mark or other image on the card. The carrier reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the Sponsor, these cards may not be renewed.

3.5.6 Prepaid Travel Card Service - Account Renewal

For Customer accounts provided with a renewal option, Customers may renew or increase the available usage balance within an account by making additional payments to the Company or the Company's authorized agents.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)

3.5 Service Offerings, (cont'd.)

3.5.7 Directory Assistance

Directory Assistance is available to Customers of Mat-Tell. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 4.0 - RATES

4.1 General

Rates may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.

Intrastate services are offered in conjunction with interstate and services.

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SECTION 4.0 - RATES, (Cont'd.)**4.2 Exemptions and Special Rates****4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- (a) The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- (b) The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60% of the applicable rate.

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SECTION 4.0 - RATES, (Cont'd.)

4.2 Exemptions and Special Rates

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

4.2.3 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for directory assistance calls placed by handicapped customers.

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SECTION 4.0 - RATES, (Cont'd.)

4.3 Late Charge

A one-time late fee of 5% is charged on past due balances.

4.4 Return Check Charge

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

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SECTION 4.0 - RATES, (Cont'd.)

4.5 Rates

A fixed monthly service fee applies to each customer account. This fee may be waived for accounts who commit to a one year or more term using the Company's service. This fee may also be reduced by 5% for accounts who commit to a six month or more term using the Company's service.

In addition to the per minute rates a monthly service fee applies on a per account basis.

Monthly Service Fee (Per Account):	\$25.00
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SECTION 4.0 - RATES, (Cont'd.)

4.5 Rates, (cont'd.)

4.5.1 Switched Long Distance Service

Calls are billed in six (6) second increments with a minimum call duration of thirty (30) seconds.

InterLATA Per Minute Rates:

MILEAGE BAND	PER MINUTE RATES					
	DAY		EVENING		NIGHT/WKND	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0 - 10	\$0.1799	\$0.1799	\$0.1299	\$0.1299	\$0.1099	\$0.1099
11 - 22	0.1999	0.1999	0.1499	0.1499	0.1199	0.1199
23 - 55	0.2299	0.2299	0.1699	0.1699	0.1299	0.1299
56 - 124	0.2499	0.2499	0.1699	0.1699	0.1399	0.1399
125 - 292	0.2599	0.2599	0.1799	0.1799	0.1399	0.1399
293 - 430	0.2599	0.2599	0.1899	0.1899	0.1499	0.1499
431 - 624	0.2599	0.2599	0.1899	0.1899	0.1499	0.1499

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SECTION 4.0 - RATES, (Cont'd.)

4.5 Rates, (cont'd.)

4.5.1 Switched Long Distance Service, (cont'd.)

IntraLATA Per Minute Rates:

MILEAGE BAND	PER MINUTE RATES					
	DAY		EVENING		NIGHT/WKND	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0 - 10	\$0.1799	\$0.1799	\$0.1259	\$0.1259	\$0.1099	\$0.1099
11 - 22	0.1999	0.1999	0.1259	0.1259	0.1199	0.1199
23 - 55	0.2099	0.2099	0.1259	0.1259	0.1259	0.1259
56 - 124	0.2099	0.2099	0.1259	0.1259	0.1259	0.1259
125 - 292	0.2099	0.2099	0.1259	0.1259	0.1259	0.1259

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SECTION 4.0 - RATES, (Cont'd.)

4.5 Rates, (cont'd.)

4.5.2 Dedicated Long Distance Service

Calls are billed in six (6) second increments with a minimum call duration of eighteen (18) seconds.

In addition to the per minute rates a monthly coordination fee of \$50.00 per DS-1 is applicable.

InterLATA Per Minute Rates:

MILEAGE BAND	PER MINUTE RATES					
	DAY		EVENING		NIGHT/WKND	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0 - 10	\$0.1599	\$0.1599	\$0.1099	\$0.1099	\$0.0899	\$0.0899
11 - 22	0.1799	0.1799	0.1299	0.1299	0.0999	0.0999
23 - 55	0.2099	0.2099	0.1499	0.1499	0.1099	0.1099
56 - 124	0.2299	0.2299	0.1499	0.1499	0.1199	0.1199
125 - 292	0.2399	0.2399	0.1599	0.1599	0.1199	0.1199
293 - 430	0.2399	0.2399	0.1699	0.1699	0.1299	0.1299
431 - 624	0.2399	0.2399	0.1699	0.1699	0.1299	0.1299

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SECTION 4.0 - RATES, (Cont'd.)

4.5 Rates, (cont'd.)

4.5.2 Dedicated Long Distance Service, (cont'd.)

IntraLATA Per Minute Rates:

MILEAGE BAND	PER MINUTE RATES					
	DAY		EVENING		NIGHT/WKND	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
0 - 10	\$0.1599	\$0.1599	\$0.1059	\$0.1059	\$0.0899	\$0.0899
11 - 22	0.1799	0.1799	0.1059	0.1059	0.0999	0.0999
23 - 55	0.1899	0.1899	0.1059	0.1059	0.1059	0.1059
56 - 124	0.1899	0.1899	0.1059	0.1059	0.1059	0.1059
125 - 292	0.1899	0.1899	0.1059	0.1059	0.1059	0.1059

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Miami Beach, Florida 33139
(305) 531-8811

SECTION 4.0 - RATES, (Cont'd.)

4.5 Rates, (cont'd.)

4.5.3 Travel Card Service

Calls are billed in full minute increments after an initial call duration of one (1) minute.

In addition to the per minute rates specified in Section 4.5.1, a per call charge applies.

Per Call Charge:	\$0.3000
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(305) 531-8811

SECTION 4.0 - RATES, (Cont'd.)**4.5 Rates, (cont'd.)****4.5.4 Prepaid Travel Card Service**

Calls are billed in full minute increments after a minimum initial period of one (1) minute.

In addition to the per minute rates specified in Section 4.5.1, a per call charge applies.

Per Call Charge:	\$0.3000
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4.5.5 Prepaid Travel Card Service - Sponsor Program

The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes.

4.5.6 Prepaid Travel Card Service - Account Renewal

Customer accounts are renewed at rates as specified in Section 4.5.4 of this tariff.

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SECTION 4.0 - RATES, (Cont'd.)

4.5 Rates, (cont'd.)

4.5.7 Directory Assistance

Per Call Rate:	\$0.85
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Miami Beach, Florida 33139
(305) 531-8811

SECTION 5.0 - SERVICE PROMOTIONS

5.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

5.2 Demonstration of Service

From time to time the Company may demonstrate service for potential customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

5.3 Comparable Pricing Promotion

Mat-Tell will, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers or retain existing Customer accounts. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the Customer intends to either subscribe to or remain subscribed with the competing interexchange carrier or reseller.

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EFFECTIVE:

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Miami Beach, Florida 33139
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ATTACHMENT III

MANAGERIAL AND TECHNICAL CAPABILITIES

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.
Technical Capabilities

The company intends to provide long distance 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.

ATTACHMENT IV

FINANCIAL STATEMENTS

**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

**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
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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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August 20, 1996
OVERNIGHT

210 N. Park Ave
P.O. Drawer 200
Winter Park, FL
32790-0200

Mr. Walter D'Haeseleer
Executive Director
Florida Public Service Commission
2450 Shumard Oak Boulevard
Gerald L. Gunter Building, Room 270
Tallahassee, FL 32399-0850

960956-TX

Tel: 407-740-8575
Fax: 407-740-0613

RE: Initial Application and Tariff of Mat-Tell
Communications Inc. for Authority to Provide
Interexchange Telecommunications Services within the
State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies
of the above-referenced application of Mat-Tell
Communications Inc. Also enclosed is a check in the amount
of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by returning,
filed stamped, the extra copy of this letter in the
self-addressed stamped envelope provided for that purpose.

I may be reached at (407) 740-8575 with any questions,
comments or correspondence regarding this application.
Thank you for your assistance.

Sincerely,

Thomas M. Forte
Consultant to
Mat-Tell Communications Inc.

cc: Xinia Moore - Mat-Tel
file: Mat-Tel - FL
TMX# FL96000

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

Initials of person who forwarded check
A.J.

RONLEY PLAZA ASSOCIATES, LTD.

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT
OF ITEMS DESCRIBED ABOVE

TOTAL

250.00

CHECK# 205772

NATIONSBANK OF FLORIDA, N.A. MIAMI BEACH, FL		VENDOR 99999		 RONLEY PLAZA MANAGEMENT CORP. 2301 COLLINS AVENUE MIAMI BEACH, FLORIDA 33139		88101470 205772	
		CHECK NO	205772	DATE	3/14/96	AMOUNT	*****250.00
**** TWO HUNDRED FIFTY DOLLARS 00 CENTS ****							
PAY TO ORDER OF		FL. PUBLIC SRV COMM.			 		