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September 28, 1999

VIA OVERNIGHT DELIVERY

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

RECEIVED
 FLORIDA PUBLIC
 SERVICE COMMISSION
 99 SEP 29 AM 10:55
 MAIL ROOM

Re: ⁹⁹⁰⁰⁰⁰ Docket No. ~~98-1977~~-TX Application of Hyperion Communications of Florida, LLC
for Authority to Provide ALEC Telecommunications Service in Florida

Dear Ms. Bayo:


On behalf of Hyperion Communications of Florida, LLC ("Hyperion"), and in accordance with our conversation with Commission Staff Member Nancy Pruitt, enclosed please find an original and five (5) copies of Hyperion's revised Florida P.S.C. Tariff No. 1 for Local Exchange End-User Communications telecommunication services.

Hyperion has revised its Local Exchange End-User tariff to include Private Line services. The following revised sheets are included in this transmittal.

Page and Revision Number

AFA _____ APP _____ CAF _____ CMU _____ CTR _____ EAG _____ LEG _____ MAS _____ CPC _____ PAI _____ SSC _____ TSW _____ OTH _____	1 2 4 8 9 12 12.1 21 21.1-21.3 27.1 28 28.1-28.2	First Revised First Revised First Revised First Revised First Revised Original First Revised Original Original First Revised Original	Adds private line services Revised to reflect tariff revisions Revised to reflect tariff revisions Adds new definition Adds new definition Adds new definition New material New material New material New material New material New material
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September 28, 1999
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Page and Revision Number (Cont'd)

29	First Revised	New material
29.1	Original	New material
29.2	Original	New material
37	First Revised	New material
37.1	First Revised	New and moved material
55.1-55.5	Original	New material
211.1-211.11	Original	New material

Please date stamp the extra copy of the filing and return it to us in the enclosed self-addressed postage-paid envelope. If you have any questions regarding the tariff, please call Elizabeth Dickerson at (202) 945-6962 or Michael Donahue at (202) 424-7683. Hyperion remains grateful for your continued attention and cooperation.

Very truly yours,



Dana Frix
Kemal Hawa
Counsel for Hyperion Communications of
Florida, LLC

cc: Nancy Pruitt, Commission Staff Member
John Glicksman, Esquire
Phil Fraga, Esquire

HYPERION COMMUNICATIONS OF FLORIDA, LLC
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE COMMUNICATION
SERVICES WITHIN THE STATE OF FLORIDA

This price list applies to the Local Exchange End-User Communications and Private Line Services furnished by Hyperion Communications of Florida, LLC ("Company") between one or more points in 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, DDI Plaza Two, 500 Thomas Street, Suite 400, Bridgeville Pennsylvania 15017. (N)

Issued:

Janet S.Livengood, Esquire, Director of Legal and Regulatory Affairs
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Effective:

CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	1 st Revised*	29.2	Original*	60	Original
2	1 st Revised*	30	Original	61	Original
3	Original	31	Original	62	Original
4	1 st Revised*	32	Original	63	Original
5	Original	33	Original	64	Original
6	Original	34	Original	65	Original
7	Original	35	Original	66	Original
8	1 st Revised*	36	Original	67	Original
9	1 st Revised*	37	1 st Revised*	68	Original
10	Original*	37.1	Original*	69	Original
11	Original	38	Original	70	Original
12	1 st Revised*	39	Original	71	Original
12.1	Original	40	Original	72	Original
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14	Original	42	Original	74	Original
15	Original	43	Original	75	Original
16	Original	44	Original	76	Original
17	Original	45	Original	77	Original
18	Original	46	Original	78	Original
19	Original	47	Original	79	Original
20	Original	48	Original	80	Original
21	1 st Revised*	49	Original	81	Original
21.1	Original*	50	Original	82	Original
21.2	Original*	51	Original	83	Original
21.3	Original*	52	Original	84	Original
22	Original	53	Original	85	Original
23	Original	54	Original	86	Original
24	Original	55	Original	87	Original
25	Original	55.1	Original*	88	Original
26	Original	55.2	Original*		
27	Original	55.3	Original*		
27.1	Original*	55.4	Original*		
28	1 st Revised*	55.5	Original*		
28.1	Original*	56	Original		
28.2	Original*	57	Original		
29	1 st Revised*	58	Original		
29.1	Original*	59	Original		

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CHECK SHEET (Cont'd)

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
170	Original	197	Original
171	Original	198	Original
172	Original	199	Original
173	Original	200	Original
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177	Original	204	Original
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184	Original	211	Original
185	Original	211.1	Original*
186	Original	211.2	Original*
187	Original	211.3	Original*
188	Original	211.4	Original*
189	Original	211.5	Original*
190	Original	211.6	Original*
191	Original	211.7	Original*
192	Original	211.8	Original*
193	Original	211.9	Original*
194	Original	211.10	Original*
195	Original	211.11	Original*
196	Original		

**New or revised sheet*

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EXPLANATION OF TERMS

ADVANCE PAYMENT/AUTHORIZED USER- Part or all of a payment required before the start of service.

(N)
(N)

AGENCY - For 911 or E911 service, the government agency(ies) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING ("AR") - Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

AUTHORIZED USER - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT - An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION ("ALI") - The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION ("ANI") - A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

CALL INITIATION - The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION - The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

CENTRAL OFFICE - An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE - A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

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EXPLANATION OF TERMS (Cont'd)

CHANNEL - A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

COMMISSION - Florida Public Service Commission.

COMPANY - Hyperion Communications of Florida, LLC, unless otherwise clearly indicated from the context.

CUSTOMER - The person, firm, corporation, or other entity which orders service pursuant to this Price List and utilizes service provided under Price List by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Price List.

CUSTOMER PREMISES EQUIPMENT ("CPE") - Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEDICATED SERVICES - A facility or equipment system or subsystem set aside for the sole use of a specific customer. (N)
(N)

DEFAULT ROUTING ("DR") - When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DIAL PULSE ("DP") - The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID") - A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD") - A service attribute that allows individual station users to access and dial outside numbers directly.

DUAL TONE MULTI-FREQUENCY ("DTMF") - The pulse type employed by tone dial station sets. (Touch tone)

E911 SERVICE AREA - The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

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EXPLANATION OF TERMS (Cont'd)

LOOP START - Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

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

MESSAGE RATE SERVICE - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

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

MULTILINE HUNT - A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

NETWORK - Refers to the Company's facilities, equipment, and services provided under this Tariff.

NETWORK SERVICE - Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Florida.

ON-NET - Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

PORT - A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PRIVATE BRANCH EXCHANGE SERVICE - Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

RATE CENTER - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD - The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

SELECTIVE ROUTING ("SR") - A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

**Material previously appearing on this sheet now appears on Sheet No. 12.1*

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EXPLANATION OF TERMS (Cont'd)

SERVICE COMMENCEMENT DATE - The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

(N)

SERVICE ORDER - The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

SWITCHED SERVICES - The origination and termination of interexchange toll call services over the local exchange network.

(N)

TOLL CALL - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

(M)*
(M)*

**Material that now appears on this page previously appeared on Sheet No. 12*

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.2.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.2.11 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.3 Limitations on Liability - Dedicated Services

A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, misrepresentations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.

B. Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

(N)

(N)

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

- D. The Company shall not be liable for any claims for loss or damages involving:
 - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;

 - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

 - 3. Any unlawful or unauthorized use of the Company's facilities and services;

 - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;

 - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

(N)

(N)

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability –Dedicated(Cont'd)

D. (Cont'd)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

E. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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(N)

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3. Deposits - Dedicated Service

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - 1. three months' charges for a service or facility which has a minimum payment period of one month; or
 - 2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an Advance Payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

(N)

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

2.11.2 Payment of Charges - Dedicated Services

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

(N)

(N)

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

Payment of Charges - Dedicated Services (Cont'd)

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. *Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.*
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - 1. a rate of 1.5 percent per month; or
 - 2. the highest interest rate which may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of twenty-five dollars (\$10.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

(N)

(N)

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

Billing Disputes

2.13.1 Billing Disputes - Switched Services

Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.13.2 Billing Disputes - Dedicated Services

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

(N)

(N)

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2.3.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Price List, excluding one month's local service charge, but including arrears and unpaid late payment charges. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of Florida. These agencies are required to make payment in accordance with applicable state law.

(N)
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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

Late Payment Charges - Dedicated Services

- A. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- B. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- C. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

2.15 Adjustments or Refunds to the Customer

- 2.15.1 *If a credit is requested on a call due to trouble on the line (such as bad connection, disconnection, wrong number dialed, etc.), and the credit is requested immediately through the operator of the underlying carrier, it is issued promptly. All other credit requests are handled through the Company's business office.*

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.15 Adjustments or Refunds to the Customer (Cont'd)

(N)

2.15.2 In the event that the Company resolves the billing dispute in favor of a Customer who:

1. has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

2.16 Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

2.16.1 First, the Customer may request and the Company will provide an in-depth review of the disputed.

2.16.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

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

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

Termination of Service for Cause - Dedicated Services

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving thirty (30) days prior written notice to the Customer and the Commission, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days prior notice in writing to the Customer and the Commission, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.17 Termination of Service (Cont'd)

(N)

2.17.2 Termination of Service for Cause - Dedicated Services (Cont'd)

- F. In the event of fraudulent use of the Company's Network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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2.8.5 Emergency Termination of Service

(M)

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Section 2 - GENERAL RULES AND REGULATIONS

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 3, following.

(N)

2.13 UNDERTAKING OF THE COMPANY

2.13.1 Undertaking of the Company - Switched Services

- A. This Tariff sets forth the service offerings, rates, terms and conditions applicable to interexchange telecommunications services provided by Hyperion Communications of Florida, LLC, within the State of Florida.

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under the terms and conditions of this Tariff. Service is available where facilities permit.

- B. 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 undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of Florida.

1. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
2. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS

2.13 UNDERTAKING OF THE COMPANY (Cont'd)

2.13.1 Underlying of Company - Switched Services (Cont'd)

- C. The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (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.

2.13.2 Undertaking of the Company - Dedicated Services

A. Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments, or inspections.

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Section 2 - GENERAL RULES AND REGULATIONS

2.13 UNDERTAKING OF THE COMPANY (Cont'd)

2.13.2 Undertaking of the Company - Dedicated Services (Cont'd)

B. Provision of Equipment and Facilities

- 1) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

- 2) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - (a) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer-provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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Section 2 - GENERAL RULES AND REGULATIONS

2.13 UNDERTAKING OF THE COMPANY (Cont'd)**2.13.2 Undertaking of the Company - Dedicated Services (Cont'd)****C. Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken:

- (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (4) in a quantity greater than that which the Company would normally construct;
- (5) on an expedited basis;
- (6) on a temporary basis until permanent facilities are available;
- (7) involving abnormal costs; or
- (8) in advance of its normal construction.

Special construction charges will be determined as described herein.

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Section 2 - GENERAL RULES AND REGULATIONS

2.13 UNDERTAKING OF THE COMPANY (Cont'd)

2.13.2 Undertaking of the Company - Dedicated Services (Cont'd)

D. Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents, contractors or suppliers.

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SECTION 4 - RATES AND CHARGES (Cont'd)

(N)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.1 General Regulations

- A. Except as specifically indicated, the rates set forth in this section are for private line services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.
- B. Services may be provided using one, or a combination of rate elements as outlined in this Tariff.
- C. Unless otherwise indicated, rates apply uniformly in all areas served by Company.

4.2.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse Company for the increased expenses incurred on an ICB.

4.2.3 VOICE GRADE SERVICE

VOICE GRADE SERVICE							Non-recurring Charge	
	Monthly	2 Year	3 Year	5 Year	7 Year	First	Additional	
2 Wire Voice Grade								
Per Point of Termination	\$39.87	\$31.77	\$31.77	\$30.42	\$30.42	\$334.80	\$112.04	
End Channel Mileage (Add'l ½ mile)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fixed Mileage	\$26.10	\$19.80	\$19.80	\$17.78	\$17.78	\$99.00	\$99.00	
Per Mile Charge	\$1.80	\$1.31	\$1.31	\$1.04	\$1.04	\$0.00	\$0.00	

4 Wire Voice Grade								
	Monthly	2 Year	3 Year	5 Year	7 Year	First	Additional	
4 Wire Voice Grade								
Per Point of Termination	\$55.85	\$46.17	\$46.17	\$43.25	\$43.25	\$334.80	\$117.17	
End Channel Mileage (Add'l ½ mile)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fixed Mileage	\$26.10	\$19.80	\$19.80	\$20.97	\$20.97	\$99.00	\$99.00	
Per Mile Charge	\$1.80	\$1.31	\$1.31	\$1.44	\$1.44	\$0.00	\$0.00	

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.4 DDS RATES

DDS RATES	Monthly	2 Year	3 Year	5 Year	7 Year	Non-recurring Charge	
						First	Additional
Digital Data Service (DDS) - 2.4 kbps							
Per Point of Termination	\$70.20	\$62.10	\$62.10	\$60.30	\$60.30	\$411.30	\$274.50
End Channel Mileage (Add'l ½ mile)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Mileage	\$18.00	\$15.30	\$15.30	\$14.40	\$14.40	\$54.00	\$54.00
Per Mile Charge	\$1.71	\$1.35	\$1.35	\$0.90	\$0.90	\$0.00	\$0.00

Digital Data Service (DDS) - 4.8 kbps	Monthly	2 Year	3 Year	5 Year	7 Year	First	Additional
Per Point of Termination	\$70.20	\$62.10	\$62.10	\$60.30	\$60.30	\$411.30	\$274.50
End Channel Mileage (Add'l ½ mile)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Mileage	\$18.00	\$15.30	\$15.30	\$14.40	\$14.40	\$54.00	\$54.00
Per Mile Charge	\$1.71	\$1.35	\$1.35	\$0.90	\$0.90	\$0.00	\$0.00

Digital Data Service (DDS) - 9.6 kbps	Monthly	2 Year	3 Year	5 Year	7 Year	First	Additional
Per Point of Termination	\$70.20	\$62.10	\$62.10	\$60.30	\$60.30	\$411.30	\$274.50
End Channel Mileage (Add'l ½ mile)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Mileage	\$18.00	\$15.30	\$15.30	\$14.40	\$14.40	\$54.00	\$54.00
Per Mile Charge	\$1.71	\$1.35	\$1.35	\$0.90	\$0.90	\$0.00	\$0.00

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.4 DDS RATES (Cont'd)

DDS RATES						Non-recurring Charge	
Digital Data Service (DDS) - 2.4 kbps	Monthly	2 Year	3 Year	5 Year	7 Year	First	Additional
Digital Data Service (DDS) - 19.2 kbps							
Per Point of Termination	\$70.20	\$62.10	\$62.10	\$60.30	\$60.30	\$411.30	\$274.50
End Channel Mileage (Add'l ½ mile)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Mileage	\$18.00	\$15.30	\$15.30	\$14.40	\$14.40	\$54.00	\$54.00
Per Mile Charge	\$1.71	\$1.35	\$1.35	\$0.90	\$0.90	\$0.00	\$0.00

Digital Data Service (DDS) - 56 kbps							
Per Point of Termination	\$103.50	\$88.20	\$88.20	\$83.70	\$83.70	\$456.30	\$319.50
End Channel Mileage (Add'l ½ mile)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Mileage	\$37.80	\$22.50	\$22.50	\$19.80	\$19.80	\$54.00	\$54.00
Per Mile Charge	\$3.87	\$2.70	\$2.70	\$2.25	\$2.25	\$0.00	\$0.00

Digital Data Service (DDS) - 64 kbps							
Per Point of Termination	\$103.50	\$88.20	\$88.20	\$83.70	\$83.70	\$456.30	\$319.50
End Channel Mileage (Add'l ½ mile)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Mileage	\$37.80	\$22.50	\$22.50	\$19.80	\$19.80	\$54.00	\$54.00
Per Mile Charge	\$3.87	\$2.70	\$2.70	\$2.25	\$2.25	\$0.00	\$0.00

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.5 DS1 RATES

DS1 RATES							Non-recurring Charge	
	DS1	Monthly	2 Year	3 Year	5 Year	7 Year	First	Additional
Per Point of Termination		\$135.00	\$114.30	\$114.30	\$111.60	\$111.60	\$675.00	\$270.00
End Channel Mileage (Add'l ½ mile)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Channel Interface		\$10.80	\$7.20	\$7.20	\$6.30	\$5.40	\$153.00	\$153.00
Customer Channel Interface		\$15.30	\$11.70	\$11.70	\$11.70	\$11.70	\$153.00	\$153.00
Fixed Mileage		\$81.00	\$72.00	\$72.00	\$67.50	\$67.50	\$140.40	\$140.40
Per Mile Charge		\$20.70	\$13.50	\$13.50	\$11.70	\$11.70	\$0.00	\$0.00

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.6 DS3 RATES

DS3 RATES							Non-recurring Charge	
	Monthly	2 Year	3 Year	5 Year	7 Year	First	Additional	
System Termination	\$1,800.00	\$1,530.00	\$1,530.00	\$1,395.00	\$1,260.00	\$0.00	\$0.00	
End Channel Mileage (Add'l ½ Mile)	\$225.00	\$189.00	\$189.00	\$171.00	\$153.00	\$0.00	\$0.00	
Office Channel Interface Per DS3/no mux	\$103.50	\$63.00	\$63.00	\$63.00	\$63.00	\$162.00	\$162.00	
Customer Channel Interface	\$103.50	\$63.00	\$63.00	\$63.00	\$63.00	\$211.50	\$211.50	
Fixed Mileage (0-8 Miles)	\$1,467.00	\$1,206.00	\$1,206.00	\$1,026.00	\$891.00	\$324.00	\$324.00	
Fixed Mileage (9-25 Miles)	\$1,602.00	\$1,341.00	\$1,341.00	\$1,161.00	\$1,026.00	\$324.00	\$324.00	
Fixed Mileage (26+ Miles)	\$1,827.00	\$1,521.00	\$1,521.00	\$1,386.00	\$1,161.00	\$324.00	\$324.00	
Mile Charge (0-8 Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00	
Mile Charge (9-25 Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00	
Mile Charge (26+ Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00	

DS3 (X3)							
System Termination	\$3,600.00	\$3,060.00	\$3,060.00	\$2,790.00	\$2,520.00	\$0.00	\$0.00
End Channel Mileage (Add'l ½ Mile)	\$225.00	\$189.00	\$189.00	\$171.00	\$153.00	\$0.00	\$0.00
Office Channel Interface Per DS3/no mux	\$103.50	\$63.00	\$63.00	\$63.00	\$63.00	\$162.00	\$162.00
Customer Channel Interface	\$103.50	\$63.00	\$63.00	\$63.00	\$63.00	\$211.50	\$211.50
Fixed Mileage (0-8 Miles)	\$1,467.00	\$1,206.00	\$1,206.00	\$1,026.00	\$891.00	\$324.00	\$324.00
Fixed Mileage (9-25 Miles)	\$1,602.00	\$1,341.00	\$1,341.00	\$1,161.00	\$1,026.00	\$324.00	\$324.00
Fixed Mileage (26+ Miles)	\$1,827.00	\$1,521.00	\$1,521.00	\$1,386.00	\$1,161.00	\$324.00	\$324.00
Mile Charge (0-8 Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00
Mile Charge (9-25 Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00
Mile Charge (26+ Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

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4.2.6 DS3 RATES (Cont'd)

DS3 RATES							Non-recurring Charge	
	Monthly	2 Year	3 Year	5 Year	7 Year	First	Additional	
DS3 (X12)								
System	\$5,355.00	\$4,927.50	\$4,927.50	\$4,500.00	\$4,050.00	\$0.00	\$0.00	
End Channel Mileage (Add'l ½ Mile)	\$225.00	\$189.00	\$189.00	\$171.00	\$153.00	\$0.00	\$0.00	
Office Channel Interface Per DS3/no mux	\$103.50	\$63.00	\$63.00	\$63.00	\$63.00	\$162.00	\$162.00	
Customer Channel Interface per DS3	\$103.50	\$63.00	\$63.00	\$63.00	\$63.00	\$211.50	\$211.50	
Per 28 DS-1 Channel System	\$450.00	\$441.00	\$441.00	\$418.50	\$405.00	\$0.00	\$0.00	
Fixed	\$1,467.00	\$1,206.00	\$1,206.00	\$1,026.00	\$891.00	\$324.00	\$324.00	
Fixed	\$1,602.00	\$1,341.00	\$1,341.00	\$1,161.00	\$1,026.00	\$324.00	\$324.00	
Fixed	\$1,827.00	\$1,521.00	\$1,521.00	\$1,386.00	\$1,161.00	\$324.00	\$324.00	
Mile Charge (0-8 Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00	
Mile Charge (9-25 Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00	
Mile Charge (26+ Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00	

DS3 (X24)							
System	\$9,472.50	\$8,415.00	\$8,415.00	\$7,695.00	\$7,020.00	\$0.00	\$0.00
End Channel Mileage (Add'l ½ Mile)	\$225.00	\$189.00	\$189.00	\$171.00	\$153.00	\$0.00	\$0.00
Office Channel Interface Per DS3/no mux	\$103.50	\$63.00	\$63.00	\$63.00	\$63.00	\$162.00	\$162.00
Customer Channel Interface per DS3	\$103.50	\$63.00	\$63.00	\$63.00	\$63.00	\$211.50	\$211.50
Per 28 DS-1 Channel System	\$450.00	\$441.00	\$441.00	\$418.50	\$405.00	\$0.00	\$0.00
Fixed	\$1,467.00	\$1,206.00	\$1,206.00	\$1,026.00	\$891.00	\$324.00	\$324.00
Fixed	\$1,602.00	\$1,341.00	\$1,341.00	\$1,161.00	\$1,026.00	\$324.00	\$324.00
Fixed	\$1,827.00	\$1,521.00	\$1,521.00	\$1,386.00	\$1,161.00	\$324.00	\$324.00
Mile Charge (0-8 Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00
Mile Charge (9-25 Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00
Mile Charge (26+ Miles)	\$126.00	\$104.40	\$104.40	\$95.40	\$86.40	\$0.00	\$0.00

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.7 DARK AND DIM FIBER RATES

						Non-recurring Charge	
DARK AND DIM FIBER	Monthly	2 Year	3 Year	5 Year	7 Year	First	Additional
Dark Fiber	ICB	ICB	ICB	ICB	ICB	ICB	ICB
Dim Fiber	ICB	ICB	ICB	ICB	ICB	ICB	ICB

4.2.8 MULTIPLEXING RATES

						Non-recurring Charge	
MULTIPLEXING	Monthly	2 Year	3 Year	5 Year	7 Year	First	Additional
DS3 to DS1 Multiplexing	\$450.00	\$441.00	\$441.00	\$418.50	\$405.00	\$0.00	\$0.00
DS1 to DS0 Multiplexing	\$166.50	\$153.90	\$153.90	\$150.30	\$150.30	\$121.50	\$121.50

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.9 Point-To-Point and Multipoint Services

A) Voice Grade (VF) Services

	Recurring Charges - Term					Non-Recurring	
	Monthly	2 Yr.	3 Yr.	5 Yr.	7 Yr.	First	Add'l.
2 Wire Voice Grade							
Per Point of Termination	\$22.51	\$22.51	\$19.35	\$17.77	\$17.77	\$0.85	\$0.64
End Channel Mileage (Add'l. 1 M)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Mileage	\$12.75	\$12.75	\$12.33	\$11.90	\$11.90	\$0.00	\$0.00
Per Mile Charge	\$0.38	\$0.38	\$0.34	\$0.30	\$0.30	\$0.00	\$0.00
4 Wire Voice Grade							
Per Point of Termination	\$45.01	\$45.01	\$39.57	\$37.49	\$37.49	\$0.85	\$0.64
End Channel Mileage (Add'l. 1 M)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Mileage	\$12.75	\$12.75	\$12.33	\$11.90	\$11.90	\$0.00	\$0.00
Per Mile Charge	\$0.38	\$0.38	\$0.34	\$0.30	\$0.30	\$0.00	\$0.00

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

4.2.10 Intra-State Rates

(N)

	Tandem Discount:		0%	Direct Connect Discount:		5%	Comments
	Day Rate	Evening Rate	Night Rate	Day Rate	Evening Rate	Night Rate	
Local Transport	\$0.0002580	\$0.0002580	\$0.0002580	\$0.0004653	\$0.0004420	\$0.0004420	DS3 Rates Plus MUX
Local Transport Per Mile	\$0.0000330	\$0.0000330	\$0.0000330	\$0.0000618	\$0.0000618	\$0.0000618	DS3 Rates Plus MUX
Common Carrier Line - Originating	\$0.0141360	\$0.0141360	\$0.0141360	\$0.0134292	\$0.0134292	\$0.0134292	
Common Carrier Line - Terminating	\$0.0009680	\$0.0009680	\$0.0009680	\$0.0009196	\$0.0009196	\$0.0009196	
Local switching - Feature group D	\$0.0052820	\$0.0052820	\$0.0052820	\$0.0050179	\$0.0050179	\$0.0050179	
Dedicated End Office Port				\$8.9015000	\$8.9015000	\$8.9015000	
Shared End Office Port	\$0.0003600	\$0.0003600	\$0.0003600				
Shared Mux	\$0.0004990	\$0.0004990	\$0.0004990				
Tandem Switching							
RIC Charge Originating	\$0.0000000	\$0.0000000	\$0.0000000	\$0.0000000	\$0.0000000	\$0.0000000	
RIC Charge Terminating	\$0.0006350	\$0.0006350	\$0.0006350	\$0.0006033	\$0.0006033	\$0.0006033	
Directory Information	\$0.2750000	\$0.2750000	\$0.2750000	\$0.2612500	\$0.2612500	\$0.2612500	
800 Database Query	\$0.0042100	\$0.0042100	\$0.0042100	\$0.0039995	\$0.0039995	\$0.0039995	

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

		<u>Nonrecurring</u>	
		<u>Charge</u>	
4.2.11	<u>Service Orders</u>	<u>First</u>	<u>Add'l</u>
A)	Service Implementation	\$ICB	\$ICB
	1) Installation Charge	\$ICB	\$ICB
	2) Access Service Order Charge	\$ICB	\$ICB
	3) Engineering Charge	\$ICB	\$ICB
B)	Service Date Change - Per Access Service Order	\$N/A	\$N/A
C)	Design Change - Per Access Service Order	\$N/A	\$N/A
4.2.12	<u>Carrier Common Line</u>	<u>Tandem</u>	<u>Direct</u>
A)	Originating	\$0.005543	\$0.005266
B)	Terminating	\$0.005543	\$0.005266

(N)

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SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Rates and Charges - Dedicated Services (Cont'd)

(N)

*See Hyperion Communications Competitive Access Price List
(Florida P.S.C. Price List No. 4)

4.2.13 Common Switched Transport

	<u>Per Access Minute</u>
Local Transport Termination	
Originating	\$*
Terminating	\$*
Local Transport Facility (per mile)	
Originating	\$*
Terminating	\$*

4.2.14 Local Transport

*See Hyperion Communications Competitive Access Price List
(Florida P.S.C. Price List No. 4)

A) <u>Entrance Facility</u>		<u>Monthly Nonrecurring</u>	
DS1			
First		\$*	\$*
Add'l		\$*	\$*
DS3			
First		\$*	\$*
Add'l		\$*	\$*

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