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May 1, 2000

BY FEDERAL EXPRESS

Secretary
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Prism Florida Operations, LLC – IXC Tariff
First Revision

Dear Sir/Madam:

On behalf of Prism Florida Operations, LLC (“Prism”), we are submitting herewith an original and four (4) copies of the first revision to its tariff for intrastate toll telecommunications services. The initial tariff bore an effective date of November 12, 1999. The effective date for these revisions has been left blank, but Prism hopes to have an effective date of June 1, 2000. As soon as we receive notice that the Commission has approved the tariff, we will fill in the effective date and submit final copies to the Commission.

Of course, should you have any questions regarding the tariff, please do not hesitate to contact me at 202-263-7971.

Sincerely,

Marni J. Shapiro
Compliance Administrator

Enclosures

- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- MAS _____
- OPC _____
- RRR _____
- SEC _____
- WAW _____
- OTM _____

DOCUMENT NUMBER-DATE

05450 MAY-28

FPSC-RECORDS/REPORTING

28

PRISM FLORIDA OPERATIONS, LLC
REGULATIONS, RULES, AND SCHEDULE OF INTRASTATE CHARGES
FOR INTRASTATE TOLL TELECOMMUNICATIONS SERVICES
IN THE STATE OF FLORIDA

This tariff sets forth intrastate rates and rules applicable to the provision and resale of interexchange toll services within the State of Florida. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the Customer's Service Order. Service is offered via the Company's facilities in combination with resold services provided by other certificated carriers. The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Florida Public Service Commission (the "Commission"). Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's business offices at 770 Broadway, New York, New York 10003.

Issued: July 16, 1999

Effective: November 12, 1999

By Marni Shapiro, Compliance Administrator
770 Broadway
New York, New York 10003

DOCUMENT NUMBER-DATE

05450 MAY-28

FPSC-RECORDS/REPORTING

CHECK SHEET

The Sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original		
2	1 st Revised		
3	Original		
4	Original		
5	Original		
6	Original		
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22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	1 st Revised		

Issued: May 2, 2000

Effective:

By Marni Shapiro, Compliance Administrator
770 Broadway
New York, New York 10003

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SYMBOLS USED IN THIS TARIFF

- (D) Discontinued or deleted
- (I) A change resulting in an increase to a Customer's bill.
- (M) Moved from another tariff location.
- (N) New.
- (R) A change resulting in a reduction to a Customer's bill.
- (T) A change in rule or regulation, but no change in rate or charge.

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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There may be a number of levels of paragraph coding. Each level of coding is subservient to its next higher level. For example,
 - 2.
 - 2.1
 - 2.1.1
- D. **Check Sheets** – When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

SECTION 1.0 DEFINITIONS, TECHNICAL TERMS, AND ABBREVIATIONS

Applicant: A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated suspension or termination.

Application: A request made orally or in writing for telephone service.

Authorized User: Denotes those individuals authorized by the Company to use a Customer's telephone service. It includes the members of the Customer's household, employees or agents of the Customer, residential tenants of hotels, clubs, etc., and joint users as arranged for.

Building: A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residential establishment, or both; or two or more structures that are connected by means of enclosed passageways (overhead bridges, subways, or a ground level) or common basements, permitting access from one building to the other, that are suitable for the routing, placing, and proper protection of inside cable and wire type facilities. In no case can conduit be considered an enclosed passageway.

Cancellation: The permanent cessation of telecommunications service at the request of the Customer.

Commission: The Florida Public Service Commission.

Company: Prism Florida Operations, LLC.

Contract: The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariff.

Cost: The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer of Record: The Customer to whom the bill for service is rendered by the Company.

Customer Premises: One Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different building on continuous property.

Customer-Provided Equipment: All communications systems, devices, apparatus and their associated wiring provided by Customer.

Customer-Provided Terminal Equipment: Devices, apparatus and their associated wiring, provided by a Customer, authorized user or joint user which do not constitute a communications system.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Disconnection: The cessation of telecommunications service by the Company.

Exchange: A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces a city, town or village, and its environs. It may contain one or more central offices together with the associated plant, equipment and facilities used in furnishing communication service within that area.

1.0 Definitions, Technical Terms, and Abbreviations (Cont'd)

Facilities: Includes, in the aggregate or otherwise, but is not limited to, the following:

- | | |
|----------------------|-------------|
| channels | lines |
| apparatus | devices |
| equipment | accessories |
| communications paths | systems |

which are provided by the Company and utilized by it in the furnishing of telecommunications services or which are provided by a Customer and used for telecommunications purposes.

Holidays: Weekdays officially designated by the United State government as federal holidays, specifically, New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Minimum Contract Period: The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment which or not retained by the Customer for such minimum length of time.

Nonrecurring Charge: A one-time charge associated with a specific item of equipment or service. This charge applies to installation and to subsequent modifications.

NSF Check: Any negotiable instrument returned by a bank, savings institution, or other eligible institution which is returned by that institution with one of the following instructions: non sufficient funds, uncollectible funds, account closed, account frozen, no account.

Person: A natural person, firm, partnership, corporation, association, municipality, cooperative, organization, government agency, real estate trust, or other legal entity.

Premises: One premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on Continuous Property.

Recurring Charge: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Service Order: The written request for the Company’s services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Shared: A facility or equipment system or subsystem which can be used simultaneously by several Customer.

1.0 Definitions, Technical Terms, and Abbreviations (Cont'd)

Tariff: The rates, charges, rules and regulations adopted and filed by the Company with the Commission.

Termination Charge: A charge applied under certain conditions when a contract for service is terminated by the Customer before the expiration of the minimum contract period.

Toll Message: A message between stations in different exchange areas and furnished under the provisions of the applicable toll tariff.

User: Any person who uses telecommunications service provided by the Company.

SECTION 2.0 GENERAL RULES AND REGULATIONS**2.1 Undertaking of Company**

2.1.1 The Company will furnish Interexchange Toll Service in connection with the transmission of communications between points within the State of Florida, subject to its ability to procure, construct, and maintain facilities which are required to meet the Customer's Service Order.

2.1.2 The Company's Service and facilities will be available as soon as practicable upon receipt of a Service Order from a potential customer. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers will be permitted provided that such interconnection does not adversely affect the Company's present services or network.

2.1.3 The obligation of the Company to provide Service is dependent upon its ability to procure, construct and maintain facilities which are required to meet the Customer's Service Order. The Company will make all reasonable efforts to secure the necessary facilities, provided that such new Service will not adversely affect the Company's present services or network.

2.1.4 The Customer's monthly charges for the Company's Service may be based upon the following, either individually or collectively: the Customer's total conversation time, the distance between the exchange areas in which calls originate and terminate, and use of or availability to use service options, if any, unless otherwise specified.

2.1.5 Service is provided to Customers on a monthly subscription basis unless otherwise specified. The Company may require a contract period longer than one month at the same location in connection with Business Service and special (non-standard) types of arrangements of equipment, or for special construction, necessary to meet special demands of Customers and involving extra costs.

2.2 Description of Service

The Company's interexchange, intrastate toll service will be provided on a switched and dedicated basis and will enable residential and business users to complete toll calls between exchanges within the Company's service territories.

2.3 Establishment of Credit

The Company, in order to ensure the payment of its charges for service or for loss of or damage to Company property, may require Applicants and Customers to establish and maintain credit.

The establishment of credit as provided in this section shall not relieve the Applicant or Customer from compliance with other provisions of this tariff as to advance payments and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

In order to ensure the payment of all charges due for its service or for loss of or damage to Company property, the Company may require any Applicant or Customer to establish and maintain his/her credit by demonstrating to the satisfaction of the Company that his/her credit is acceptable by providing information which is pertinent to the Applicant's credit standing. The Company shall judge as to whether or not the reference or guarantee in writing would be acceptable.

The Company, upon request of its Customers, will provide acceptable options in order to pursue any billing or credit disputes.

2.4 Advance Payments and Deposits**2.4.1 Advance Payments**

The Company may, in order to safeguard its interests, require a Customer to make an advance payment before service and facilities are furnished in order to safeguard the Company's interests. Such advance payment may be an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the Applicant's monthly bill for service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and one (1) month's recurring charges. The advance payment will be credited to the Customer's initial bill.

2.4.2 Deposits

The Company does not take deposits.

2.5 Rendering and Payment of Bills

The Customer is responsible for payment of all charges for facilities and service furnished, including charges for service originated, or charges accepted, at such facilities. This Customer responsibility also includes charges associated with the fraudulent use of facilities and services by the Customer or any end users of the Customer. All bills may be paid at the Company's business offices or via the United States Postal Service.

Customer shall pay the amount(s) as specified in the tariff for the service. Fixed recurring charges shall be billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. Any amount not received within the thirty (30) day period will be subject to the Company's standard late charge of 1.5% per month, or, if lower, the legal limit applicable to such charges. Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within 45 days of receipt of each invoice, or within such other period as set by the Commission.

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 service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2.5.1 Toll Service

From all stations except those equipped with coin boxes, toll messages and charges are billed in arrears and are payable upon request. If a Customer within the first twenty-four (24) months of service accumulates high charges for all toll calls in a short period of time, and the Customer's credit record indicates that satisfactory payment may not be made on this amount, the Company may issue a special toll bill. The special bill shall be due ten (10) days from the mailing date of the bill, seven (7) days if delivered by hand. An unusually high toll bill which would trigger the special toll bill shall be considered an amount in excess of 175 percent of the average of the past three months toll bills or an average if three months actual is not available.

2.6 Disputed Bills

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

Prior to disconnection of service by the Company, the Customer may request, either orally or in writing, that the Company investigate and review the disputed amount. The Company will comply with such request. The undisputed portion of the bill must be paid by the due date shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending disconnection. Company will also advise the Customer in writing of the Commission's formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to the Commission within 10 days of the date the Company mailed its findings to the Customer.

The Company will not disconnect the Customer's service for nonpayment as long as the Customer complies with the procedures of this Rule.

In order to avoid disconnection of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not disconnect service prior to the payment due date as shown on the bill.

A Customer may dispute charges and seek a credit for bills paid to the Company within two years of billing, commencing five (5) days after remittance of the bill.

2.7 Cancellation of Application for Services Prior to Establishment of Service

Where an Applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies.

Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charges applies:

- A. The total costs (including overheads) in connection with providing and removing such facilities.
- B. The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any installation and termination charges applicable.

Where special construction of facilities has been started prior to the cancellation, and there is another requirement for the specially constructed facilities in place, no charge applies.

Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overheads) applies. Where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the cancelled services applies.

2.7 Cancellation of Application for Services Prior to Establishment of Service (Cont'd)

Installation or special construction of facilities for a Customer starts when the Company incurs any expense in connection herewith which would not otherwise have been incurred, and the Customer has advised the Company to proceed in the installation or special construction.

2.8 Cancellation of Service

A Customer who fails to provide the Company with proper notice of cancellation shall continue to be responsible for equipment and Services rendered. Nothing in this tariff relieves the Customer of its liability for payment for service rendered by the Company prior to cancellation of that service.

Where the minimum contract period is one month, Service may be cancelled by the Customer upon written notice being given to the Company ten (10) days in advance. Payment of the charges for the balance of the initial month of service will be due to the Company

Where the minimum contract period exceeds one month, Service may be cancelled by the Customer prior to the expiration of the minimum contract period upon written notice being given to the Company thirty (30) days in advance and upon payment of cancellation charges in addition to all charges due for service which has been furnished. Customers who cancel any such application or contract prior to the end of the minimum period will be subject to an early cancellation charge as follows:

- a. In the event of cancellation before the establishment of service, the charge will be a proportion of the sum of the expenses incurred by the Company in connection with the performance of the contract.
- b. In the event of cancellation after the establishment of service, the charge will be a proportion of the sum of the cost of the equipment and its installation, plus the cost of removal as the unexpired portion of the contract period bears to the full contract period.

Where the minimum contract period exceeds one month, Service may be cancelled by the Customer after the expiration of the minimum contract period, upon the Company being notified in writing ten (10) days in advance and upon payment of all charges due to the date of cancellation of the service.

Service may not be terminated by the Company if (1) a notice of dispute has been filed and is unresolved and the subject matter of the dispute is grounds for termination, and (2) the Customer is making a good faith effort to pay or make payment arrangements to pay all undisputed bills and undisputed portions of disputed bills.

Immediately after service is suspended, the Company will mail a termination notice to the Customer setting forth how to have service restored. The termination notice will include a medical emergency restoration notice, and will indicate that service will be terminated on or after a specified date and that the Customer will have to request service as an applicant, subject to additional charges, if termination occurs.

2.9 Disconnection of Service**2.9.1 Disconnection of Service**

- A. Without incurring any liability, the Company may, upon five (5) working days' written notice, disconnect service for non-payment of a bill, for noncompliance with or violation of Commission or Company rules and regulations.
- B. Without incurring any liability, the Company may, upon notice with reasonable time to comply, disconnect service for violation of any state or municipal law pertaining to telephone service; for use of telephone service for any other property or purpose than that described in the application; for refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of Company-owned equipment.
- C. Without incurring any liability, the Company may disconnect service without notice in the event of hazardous conditions or tampering with the Company's equipment; for unauthorized or fraudulent use of service; and in the event of Customer's use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others.

2.9.2 Disconnection Procedure

Any notice sent as required by Florida law will set forth the grounds for any possible disconnection of service.

2.10 Obligations of the Customer**2.10.1 Customer Responsibilities**

The Customer shall be responsible for:

- 1. The payment of all applicable charges as set forth in this tariff.
- 2. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, authorized user, or joint user or the non-compliance by the Customer, authorized user, or joint user with these regulations; or by fire or theft or other casualty on the premises of the Customer, authorized user, or joint user unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 3. Providing, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, authorized user, or joint user and the level of heating and air conditioning necessary to maintain the proper environment on such premises.
- 4. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of facilities and associated equipment used to provide service to the Customer, authorized user, or joint user from the point of entry to the termination point of the Customer's premises. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate compliance with this section prior to accepting an order for service.

2.10.1 Customer Responsibilities (Cont'd)

5. Providing a same place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if harm to the Company's employees or property might result from installation or maintenance by the Company
6. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required, with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the premises of the Customer, authorized user, or joint user at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company.
7. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
8. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or from the locations of such equipment and facilities.

2.11 Liability of the Company**2.11.1 Limitations**

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited as allowed by law.
3. The Company will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment, or systems.
4. Company will provide credit on charges disputed by Customer which are verified as incorrect by Company. If notification, either written or oral, is not received within thirty (30) days after the bills rendered, the account shall be deemed correct and binding upon the Customer.
5. Company shall not incur any liability, directly or indirectly, for the non-completion of calls due to network busy conditions. Nor shall Company incur any liability for any calls not actually to be completed during any period when service is unavailable. Nor is Company liable for interruptions, errors or call completion problems, which result due to traffic volumes (*e.g.*, holidays) which exceed industry standards for the applicable facility.
6. Except as provided by this tariff, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company up to and including exchange, toll, private line, supplemental equipment, and all other services, shall in no event exceed an amount equal to the *pro rata* charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
7. The Company shall not be liable for errors in transmitting, receiving or delivering messages by telephone over the facilities of the Company and connecting utilities.

2.11.2 Indemnification

The Company shall not be liable for, and shall be fully indemnified and be held harmless by Customer, against any claim or loss, expense or damage arising out of the following:

- (a) acts or omissions of other companies when the facilities of such other companies are used in connection with the Company's facilities to provide service; and
- (b) claims for defamation, invasion of privacy, libel, slander, or infringement of copyright, patent, trade name, trade mark 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, transmitted, processed, handled, or used by the Company or over its facilities; claims for infringement of patents arising from the Customer's connecting, combining, or adapting apparatus and systems of the Customer with the facilities of the Company; and all other claims arising out of any act or omission of the Customer in connection with services or facilities provided by the Company; any personal injury or death of any person, or for any loss of or damage to the Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operations, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company. No agent or employee of any other company shall be deemed to be an agent or employee of the Company; and
- (c) fraudulent usage by employees or third persons, including but not limited to usage originating outside the Customer's premises but routed through the Customer's PBX or other equipment or facilities.

2.11.3 Force Majeure

The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

2.11.4 Disclaimer of Warranties

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 AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.11.5 Services Provided by Other Carriers

The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.12 Taxes

Appropriate Federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated.

Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

When a municipal corporation or other political subdivision of the state collects from the Company a license tax, privilege tax, street use tax, franchise fee, permit fee, or any tax, exaction, or fee measured by poles, guys, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed *pro rata* to the exchange Customers receiving service within the territorial limits of the municipal corporation or political subdivision.

2.13 Allowances for Interruptions in Service

The Company shall not be liable for any interruptions in service or other failures of performance due to causes beyond its control, including, without limitation, to acts of God, fires, flood or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any order, regulation or other action of any governing authority or agency thereof.

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.113 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's equipment and/or facilities.

In the event of prior knowledge of an interruption of service, including for inspection, testing and adjustments as set forth in Section 1.24 herein, for a period exceeding one day, the Company will, if feasible, notify the Customers in writing, by mail, at least one week in advance.

2.13.1 Credit for Interruptions

In the event that a Customer's Service is interrupted and remains out of service for more than 12 hours after being reported to or found to be out of service by the Company, appropriate adjustments shall be made to the Customer's account upon request within a minimum of credit for 24 hours. The adjustment shall be the *pro rata* part of any tariffed monthly surcharge for the period of days service was inoperative and shall be accomplished by a credit on a subsequent bill for telephone service. A check shall be issued if the final bill shows no amount owed.

1. Credit allowances do not apply to interruptions
 - a. caused by the Customer;
 - b. due to failure of power or equipment provided by the Customer or others; or
 - c. during any period in which the Company is not given access to the service premises.

2.13.1 Credit for Interruptions (Cont'd)

2. Interruptions of 24 Hours or Less – Portion of Daily Per-Line Charge

Length of Service Interruption	Credit
Less than 3 hours	None
3 hours up to but not including 6 hours	1/3 of day
6 hours up to but not including 9 hours	1/2 of day
9 hours up to but not including 12 hours	2/3 of day
12 hours up to but not including 24 hours	One day

Two or more service interruptions of the same type to the same line/equipment of 2 hours or more during any one twenty-four hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one day's fixed recurring charges for such line/equipment in any twenty-four hour period.

3. Interruptions over 24 Hours – Service interruptions over 24 hours will be credited 4 hours for each 4-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

2.14 Tests, Adjustments and Inspections**2.14.1 Testing and Adjusting**

Upon reasonable 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 allowances will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

2.14.2 Inspections

Upon reasonable notice to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

2.15 Facilities on Customer's Premises

Customer-provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer-provided station equipment with Part 68 of the Federal Communications Commission's Rules and Regulations is the responsibility of the Customer

The Customer, authorized user, or joint user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.16 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

2.17 Maintenance

The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, joint user, or authorized user may not, nor may he permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company

Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, joint user, or authorized user when the service difficulty or trouble report results from the use of equipment or facilities the Customer, joint user, or authorized user provided.

The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility the Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment.

2.17 Maintenance (Cont'd)

The Customer, authorized user, or joint user is responsible for ensuring that Customer-provided equipment and facilities are compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

The Company may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

At the Customer's request, maintenance may be performed outside the Company's regular business hours or in hazardous locations. If maintenance is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.18 Supply to Separate Premises and Resale

The Company's service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.18.1 Interconnection Provisions

Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

2.18.2 Resale or Joint Use Arrangements

Services that are offered by the Company only to a limited category or class of subscriber are available for resale only to the same category or class of subscribers.

Any Service provided under this tariff may be resold or shared (jointly used). In each joint use arrangement, one member will be designated as the Customer of record. The Customer of record is solely responsible for all use of and payment for service ordered by it or billed pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Company will accept orders to start, rearrange, relocate or cease service only from the Customer of record. The Customer of record may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service, without the Company's consent. The Company assumes no liability for such joint use or resale. Resellers or rebillers of the Company's service must be certificated by the Florida Public Service Commission.

2.19 **Limitations on Service**

2.19.1 **Limitations on Service.** Service will ordinarily be furnished within thirty (30) days of request, subject to the availability of the necessary facilities and/or equipment, and subject to the provisions of this tariff. Company reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.

The Company may undertake to use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer

The Company reserves the right to discontinue furnishing Service, upon 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 the law.

2.19.2 **Shortage of Equipment or Facilities**

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 a lack of facilities, or due to any other cause beyond the Company's control.

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

2.20 **Prohibited Uses**

The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

The Services shall not be used for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier or except as otherwise permitted by law.

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

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.20 Prohibited Uses (Cont'd)

A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and the Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.21 Unauthorized Use; Fraud

Anyone who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Customer relationship, shall be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection. The Company may report instances of actual or suspected authorized or fraudulent use to law enforcement agencies.

2.22 Special Promotions

From time to time, the Company may offer Service at reduced rates and/or charges or free of charge for promotional, market research or experimentation purposes.

Each promotional offering may have a duration of no more than six (6) months and may not be offered more than once in a consecutive twelve (12) month period.

The Company will file a tariff page for each promotional offering on ten (10) days' notice.

2.23 Special Construction

Subject to the agreement 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 undertake 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, on an expedited basis;
5. on a temporary basis until permanent facilities are available;
6. involving abnormal costs; or
7. in advance of its normal construction.

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) a combination thereof.

The costs referred to above may include one or more of the following items to the extent applicable:

- (a) cost installed of the facilities to be provided, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:
 - (1) equipment and material provided or used;
 - (2) engineering, labor and supervision;
 - (3) transportation; and
 - (4) rights of way.
- (b) cost of maintenance;
- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- (d) Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- (e) license preparation, processing and related fees;
- (f) tariff preparation, processing and related fees;
- (g) any other identifiable costs related to the facilities provided; or
- (h) an amount for return and contingencies.

2.23.2 Termination Liability for Special Construction

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

The termination liability period is the estimated service life of the facilities provided.

The amount of the maximum termination liability is equal to the estimated amounts for:

(a) cost installed of the facilities provided, including estimated costs for rearrangement of existing facilities and/or construction of new facilities as appropriate. Cost installed includes the costs of:

- (1) equipment and materials provided or used;
- (2) engineering, labor and supervision;
- (3) transportation; and
- (4) rights of way.

(b) license preparation, processing and related fees;

(c) tariff preparation, processing and related fees;

(d) cost of removal and restoration, where appropriate; and

(e) any other identifiable costs related to the specially constructed or rearranged facilities.

The applicable termination liability charge is based on the normal method for circulating the unpaid balance of a term obligation.

2.24 Release of Customer Credit Information and Calling Records

(a) Definitions

(1) Credit Information

A Customer's credit information is the information contained in the Customer's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, Customer's social security and/or driver's license number, billing name, location of previous service. Not included in Customer credit information for purposes of these rules are: non-published Customer information, or Customer's name, address, and telephone number as listed in the telephone directory.

(2) Calling Records

Calling records are the records of calls made from a Customer's telephone no matter how recorded and regardless of whether such information appears in the Customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registered are examples of calling records.

2.24 Release of Customer Credit Information and Calling Records (Cont'd)**(b) Release of Customer Credit Information and Calling Records**

A Customer's credit information and/or calling records will be released by the Company only under the following circumstances:

- (1) Upon receipt of a search warrant obtained pursuant to Florida or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or
- (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the Company that the lawful procedures have been followed. The Company will abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records; or
- (3) Upon receiving permission of the Customer to release the information.

(c) Deferral of Notification

- (1) Notification to the Customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made. Upon making return to the court to a subpoena, the Company will request instruction from the court whether it should notify the Customer of its receipt of the subpoena before divulging the information or records request.
- (2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the Customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
- (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
- (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the Customer.

(d) Exception to Procedure for Release of Credit or Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the Company on the Customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

(e) Retention of Records

Records of requests for credit information and calling records, other than from the Company's employees, will be retained for a period of at least one year from the date on which the Customer is notified in writing of the request. A copy of the letter of notification which was sent to the Customer will also be retained for a like period of one year.

SECTION 3.0 DESCRIPTION OF SERVICE

- 3.1 Timing of Calls.** A call begins when the called party answers, *i.e.*, when 2-way conversation is possible, and standard industry hardware/software answer detection is utilized. There is no charge for an incomplete call. The call ends when either party hangs up.
- 3.2 Minimum Call Completion Rate.** The number of calls completed divided by the number of calls attempted will not be less than ninety percent (90%).
- 3.3 Statement of Calculation of Distance.** Calls made under this tariff are not time-of-day or distance sensitive for rate purposes.
- 3.4 Operator Assisted Calling Service.** Operator Assisted Calling Service is provided to Customers and Users of the Company's service, to users accessing pre-subscribed public payphones or Customer-provided stations, and to non-presubscribed payphones or aggregator locations. Rates and surcharges for Operator Assisted Calling are set forth in Section 4.4 below.
- 3.5 Direct Dial Service.** The Company provides direct dialed intrastate toll service, which allows a Customer to directly dial an intrastate toll call from his/her home or business telephone. Direct dialed service may be used twenty-four (24) hours a day, seven (7) days a week. The service is billed on a flat, per minute-of-use basis. It is not time of day or distance sensitive. Calls are billed in one minute increments. Fractions of a minute are rounded up to the next full minute. Rates for Direct Dial Service are set forth in Section 4.5 below.

SECTION 4.0 RATES**4.1 Late Payment Charge**

A late payment charge of 1.5% or, if lower, the legal limit applicable to such charges applies to each Customer's bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill compounded monthly.

If payment for a current bill is received by the Company before the bill's due date, but for technical or other reasons the payment is not applied to the Customer's account prior to the issuance of a subsequent bill, the Customer shall not be liable for that portion of any unpaid balance attributed to a late payment charge.

A Customer shall not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and follows the Disputed Bills procedures outlined in Section 2.6 of this Tariff.

4.2 Non-Sufficient Funds Charge

Checks presented in payment for services and subsequently returned to the Company by the Customer's financial institution for "nonSufficient Funds" (NSF) or other reasons will incur a nonrecurring charge per Customer, per check of \$10.00

A Customer will be placed on a "cash only" basis upon receipt of two (2) NSF checks within a twelve (12) month period of time. "Cash only" is herein defined as cashier's checks, U.S. currency, money orders, or an instrument denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company.

Receipt of a subsequently dishonored negotiable instrument in response to a notice of disconnection shall not constitute payment of a Customer's account and the Company will not be required to issue additional notice prior to disconnection. However, three (3) banking days must be allowed for redemption of such instrument.

4.3 Special Provisions for the Handicapped

- 4.4.1 Should the Company begin providing directory assistance, the Company will not charge for the first fifty (50) directory assistance calls made each billing cycle for a handicapped person, as defined by Florida law.
- 4.4.2 TDD users shall be charged evening rates for daytime calls and night rates for evening and night calls.
- 4.4.3 Calls utilizing the Florida Telecommunications Relay Service shall be discounted fifty percent (50%). If either party is both hearing and visually impaired, the call will be discounted sixty percent (60%).

4.4 Operator Assisted Calling Service

Operator Assisted Calling Service is provided to Customers and Users of the Company's service, to users accessing pre-subscribed public payphones or Customer-provided stations, and to non-presubscribed payphones or aggregator locations. Regardless of the manner of billing (*e.g.*, collect, third party, credit card, calling card), the following surcharges will apply to all operator assisted calls, in addition to the per-minute-of-use charges set forth in Section 4.5 below:

<u>Type of Operator-Assisted Call</u>	<u>Surcharge</u>	
Person-to-person	\$3.00	R D
Billed to third party	\$1.50	
Collect call	\$2.00	
Busy signal verification	\$1.00	N
Emergency line interruption	\$1.50	

4.5 Direct Dial Service

Intra-LATA (but outside local calling area) toll	\$0.04/minute	
Inter-LATA, intrastate toll	\$0.08/minute	N

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Effective:

By Marni Shapiro, Compliance Administrator
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