

ORIGINAL

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405 LEXINGTON AVENUE
NEW YORK, NY 10174
(212) 973-0111 FAX (212) 891-9598

March 15, 2002

VIA OVERNIGHT DELIVERY

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

ORIGINAL

COMMISSION
CLERK

02 MAR 18 AM 11:43

RECEIVED - FPSC

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

Dear Ms. Bayó:

020243-TX
020244-TI

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

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

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

Initials of person who forwarded checks:

Respectfully submitted,

Richard M. Rindler
Michael J. Schunck

Counsel for Florida Copper & Light, Inc.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

Enclosures

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

IXC
DOCUMENT NUMBER-DATE
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03065 MAR 18 2002

FPSC-COMMISSION CLERK

ALEC
DOCUMENT NUMBER-DATE
03064 MAR 18 2002

FPSC-COMMISSION CLERK

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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March 15, 2002

VIA OVERNIGHT DELIVERY

COPY

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Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

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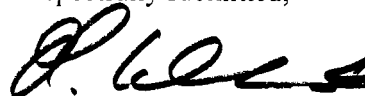
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Respectfully submitted,



Richard M. Rindler
Michael J. Schunck

Counsel for Florida Copper & Light, Inc.

Enclosures

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

DOCUMENT NUMBER: DATE
03064 MAR 18 2002
FPSC-COMMISSION CLERK

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

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

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 12).
- ◆ Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

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

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

APPLICATION

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

(\checkmark) **Original certificate** (new company).

() **Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

() **Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

() **Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. **Name of company:**

Florida Copper & Light, Inc.

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

n/a

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

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

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

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

6. Structure of organization:

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

7. If individual, provide:

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

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

- (a) The Florida Secretary of State corporate registration number:
_____ n/a

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

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

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

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

- (a) The Florida Secretary of State fictitious name registration number:
Not applicable. The Applicant will operate under its own name

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

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

Not applicable. The Applicant is a foreign corporation.

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

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

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

(a) The Florida registration number: _____ n/a

14. **Provide F.E.I. Number(if applicable):** _____ 75-3023171

15. **Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:**

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

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

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

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

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

(a) The application:

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

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

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

(c) Complaints/Inquiries from customers:

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

17. List the states in which the applicant:

(a) has operated as an alternative local exchange company.

None. Applicant is a newly formed entity.

(b) has applications pending to be certificated as an alternative local exchange company.

None. Applicant is a newly formed entity.

- (c) is certificated to operate as an alternative local exchange company.
None. Applicant is a newly formed entity.
- (d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.
None. Applicant is a newly formed entity.
- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.
None. Applicant is a newly formed entity.
- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.
None. Applicant is a newly formed entity.

18. Submit the following:

A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

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

B. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

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

C. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet:
2. income statement: and
3. statement of retained earnings.

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

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

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

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

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

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

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

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

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

UTILITY OFFICIAL:

Peter H. O. Claudy

Print Name

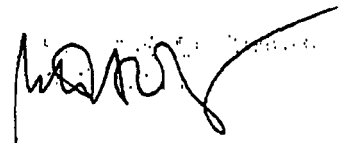
President

Title

(617) 345-7200

Telephone No.

Signature



March 15, 2002

Date

(617) 345-7201

Fax No.

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

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

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

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

UTILITY OFFICIAL:

Peter H. O. Claudy

Print Name

Signature

President

Title

March 15, 2002

Date

(617) 345-7200

Telephone No.

(617) 345-7201

Fax No.

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

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

INTRASTATE NETWORK (if available)

Chapter 25-24.825 (5), Florida Administrative Code, requires the company to make available to staff the alternative local exchange service areas only upon request.

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

To be determined

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

To be determined

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

POP-to-POP

OWNERSHIP

To be determined

LIST OF ANNEXES

ANNEX A	MANAGERIAL QUALIFICATIONS
ANNEX B	TECHNICAL QUALIFICATIONS
ANNEX C	FINANCIAL QUALIFICATIONS

ANNEX A

MANAGERIAL QUALIFICATIONS

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

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

The individuals designated to initially manage the applicant are:

Peter H. O. Claudy, President

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

Neil Sheth, Vice President

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

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

Gillis Cashman, Treasurer

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

ANNEX B

TECHNICAL QUALIFICATIONS

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

ANNEX C

FINANCIAL QUALIFICATIONS

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

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Florida Copper & Light, Inc., with principal offices at 75 State Street, Suite 2500, Boston, MA 02109. This price list is on file with the Florida Public Service Commission, and may be inspected, during normal business hours, at the Company's principal place of business.

Issued: March 15, 2002
Issued by:

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

Effective:

CHECK SHEET

The pages of this Price List are effective as of the date shown at the bottom of the respective pages. Original and revised pages as named below comprise all changes from the original Price List and are currently in effect as of the date on the bottom of this page.

<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>
1	Original	24	Original
2	Original	25	Original
3	Original	26	Original
4	Original	27	Original
5	Original	28	Original
6	Original	28	Original
7	Original	30	Original
8	Original	31	Original
9	Original	32	Original
10	Original		
11	Original		
12	Original		
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16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		

Issued: March 15, 2002
Issued by:

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

Effective:

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Title Page	1
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Price List Format	7
Section 1 - Technical Terms and Abbreviations	6
Section 2 - Rules and Regulations	11
Section 3 – Basic Service Description and Rates	23

Issued: March 15, 2002
Issued by:

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

Effective:

SYMBOL SHEET

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

- D - Delete or Discontinue.
- I - Change Resulting In An Increase to A Customer's Bill.
- M - Moved From Another Price List Location.
- N - New.
- R - Change Resulting In A Reduction To A Customer's Bill.
- T - Change In Text Or Regulation But No Change In Rate or Charge.

Issued: March 15, 2002
Issued by:

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

Effective:

PRICE LIST FORMAT SHEET

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 12 and 15 would be 12.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 2nd revised Sheet 12 cancels the 3rd revised Sheet 12. Because of various suspension periods, deferrals, etc, the Commission follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1
2.1.1.A.
2.1.1.A.1
2.1.1.A.1. (a) .
2.1.1.A.1. (a) .I.
2.1.1.A.1. (a) .I. (i)
2.1.1.A.1. (a) .I. (i) .(1)

- D. Check Sheets – When a Price List filing is made with Commission, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Price List user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

Issued: March 15, 2002

Issued by:

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

Effective:

SECTION 1: TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this Price List are described below.

Access Line

An arrangement which connects the customer's telephone to a switching center or point of presence designated by the Carrier

Authorized User

A person, firm, corporation or any other entity authorized by the Customer to utilize the Carrier's services under the terms and conditions of this Price List. The Customer remains responsible for payment.

Calls

Telephone messages completed by Customers.

Carrier

Florida Copper & Light, Inc.

Charges

Monthly recurring and nonrecurring amounts billed to Customers for services.

Commission

The Florida Public Service Commission.

Customer

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

Customer Contract

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

Customer Premises

A location designated by the Customer for the purposes of connecting to the Carrier's services.

Issued: March 15, 2002

Issued by:

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

Effective:

SECTION 1: TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Customer Premises Equipment

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

Delinquent or Delinquency

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

Disconnect or Disconnection

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

Discontinue or Discontinuance

Suspension and/or disconnection.

Due Date

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

Exchange

A unit established for the administration of local communication services.

Exchange Area

A geographically defined area wherein the telephone industry, through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services

Exchange Service

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

Issued: March 15, 2002

Issued by:

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

Effective:

SECTION 1: TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Explanation of Acronyms and Trade Names

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

Extended Area Service or EAS

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

Holidays

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Individual Case Basis

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

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

Interruption

The inability to complete calls due to equipment malfunctions or human errors

Interexchange Service

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

InterLATA Service

The completion of calls between Local Access Transportation Areas.

IntraLATA Service

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

Issued: March 15, 2002

Issued by:

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

Effective:

SECTION 1: TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Local Access Transportation Area or LATA

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

Local Exchange Utility or Local Utility

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

Local Service

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

Local Service Area

The local service area is the entire area composed of an exchange or exchanges within which are located the stations which a customer may call at the rates and charges specified in this Price List.

Message

A telephone call made by a Customer.

Month

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

Point of Presence (POP)

Carrier's physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls or dedicated interconnection with a LEC.

Premises

See also Customer Premises. The physical space designated by the Customer for the termination of the Company's service.

Public Safety Answering Point

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

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Boston, MA 02109

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SECTION 1: TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Rates

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

Recurring Charges:

Monthly charges to the Customer for services, and equipment, which continue for the agreed-upon duration of the service.

Service Any means of service offered in this Price List or any combination of such services.

Subscriber

See Customer.

Switch

An electronic device used to provide circuit routing and control.

Suspend or Suspension

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

Timely Payment

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

V & H Coordinates

Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 2: RULES AND REGULATIONS

2.1 Undertaking of the Carrier

Pursuant to this Price List, Carrier undertakes to provide within the state regulated local exchange services described in Section 3. Service will be provided on a statewide basis.

2.1.1 Application

This Price List contains the rates and regulations applicable to regulated local exchange provided by Carrier within Local Exchange Areas within the State of Florida.

2.1.2 Scope

Carrier's services are provided subject to the availability of facilities and subject to the terms and conditions of this Price List. All local exchange services within the jurisdiction of the Commission provided by Carrier in Florida are governed by this Price List.

2.1.3 Interconnection with Other Carriers

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

2.1.4 Counsel for Carrier

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

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.2 Limitations

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

2.3 Use

2.3.1 Lawful Purpose

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

2.3.2 Use of Service for Unlawful and/or Fraudulent Purposes

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

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.3.3 Unauthorized Use

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

2.3.4 Recording Devices

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

2.3.5 Use of Service Mark

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

2.4 Liability

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

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

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.4 Liability (Cont'd)

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

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

Carrier shall not be liable for damages arising out of the use of Carrier's services for the transmission of anything other than voice grade service. Notwithstanding anything to the contrary in this section, if Carrier's service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to Carrier or being found by Carrier to be out of order, and if the interruption is not the result of a negligent or willful act by the Customer, a malfunction of Customer-owned equipment, Carrier's inability to gain access to the Customer's premises, or causes beyond Carrier's control as described in the first paragraph of this section, Carrier will make appropriate adjustments upon request. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly charge for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report to Carrier, or discovery by Carrier, of the interruption.

2.5 Equipment

2.5.1 Inspection, Testing, and Adjustment

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

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.5 Equipment (Cont'd)

2.5.2 Interference and Hazard

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

2.5.3 Maintenance and Repair

A. Customer Liability

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

B. Leased or Owned Facilities

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

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.6 Application for Service

2.6.1 Information Required

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

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

2.7 Billing

2.7.1 Monthly Billing

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

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)2.7 Billing2.7.2 Bill Contents

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

2.8 Payment for Service2.8.1 Late Penalty Charge

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

2.8.2 Timely Payment for Residential Customers

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

2.8.3 Collection

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

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.8 Payment for Service (cont'd)

2.8.4 Taxes

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

2.9 Disputes and Complaints

2.9.1 Disputed Bills

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

2.9.2 Complaint Procedures

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

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.9 Disputes and Complaints (Cont'd)

2.9.2 Complaint Procedures (Cont'd)

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

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

2.9.3 Bill Insert or Notice

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

2.10 Service Refusal and Discontinuance

2.10.1 Notice of Pending Discontinuance

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

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.10 Service Refusal and Discontinuance (Cont'd)

2.10.2 Reasons for Service Refusal and Discontinuance

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

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

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

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.11 Cancellations and Deferments of Service

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

2.11.1 Cancellation

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

2.11.2 Deferment of Start of Service

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

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.12 Information Service Access Blocking

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

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SECTION 3 DESCRIPTION OF SERVICES OFFERED

3.1. Local Exchange Services

The service descriptions and rates contained herein are applicable to local exchange telephone services furnished within the State of Florida. The Company offers access to 911, operator services and relay services. The Company will give a quality of service to its customers at a level at least equivalent to the service provided to the Company by the incumbent local exchange company.

3.1.1. Local Service Area

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by BellSouth.

3.1.2. Local Flat Rate Service

Flat rate service is a Local Exchange Service.

	<u>Monthly</u>	<u>Non-Recurring</u>
Flat Line, per line	\$75.00	\$50.00

3.1.3. Message Rate Service

Message rate service is a local exchange service in which there are usage charges for local calling in excess of 75 calls a month.

	<u>Monthly</u>	<u>Non-Recurring</u>
Message Line, per line	\$35.10	\$25.25
Each message unit over 75 message monthly allowance	0.12	

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. Local Exchange Services (Cont'd)

3.1.4. IntraLATA Calling Service

A call that is placed within one LATA (Local Access Transport Area) and received in the same LATA within the State of Florida.

3.1.10.A. Rates

IntraLATA call, per minute	\$0.1710
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3.1.5. Foreign Exchange Service

Foreign Exchange Office provides local telephone service from one exchange which is outside (foreign) the subscriber's exchange area.

[reserved for future use]

3.1.6. Service Features

3.1.6.A. Line Features

Call Block - This feature allows the customer to avoid unwanted calls by rejecting calls from a list of 6 numbers specified by the customer.

Call Forward Busy - This feature allows an incoming to be routed to another number if the terminating number is busy. The call may be forwarded to any 10-digit number.

Call Hold - This feature allows callers to be put on hold.

Call Park - This feature allows the customer to put a customer on hold and pickup another call.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. Local Exchange Services (Cont'd)

3.1.6. Service Features

3.1.6.A. Line Features

Call Repeat - This feature allows the originating caller to reach the terminating station once it becomes idle. Both the originating and termination are rung.

Call Return - This feature allows the customer to dial the last caller even if the customer did not answer the telephone.

Call Trace - This feature allows the customer to trace the last call received and hold the results for later use by an authorized law enforcement agency. *Note:* There are two types of call tracing.

Call Transfer - This feature allows the customer to transfer a call from their phone handset to another person's phone handset.

Call Waiting - This feature allows a customer engaged in a call to be reached by another caller. A short tone informs the customer that another call is waiting to be accepted. The tone is only heard by the called party. The caller hears the regular audible ring. The customer will be able to place the first party on hold and answer the second call by momentarily depressing the switch hook (flashing). By subsequent flashes, the customer can alternate between the two calls. This feature may be disabled when the user dials *70 for making modem calls.

Caller Name Delivery - This feature allows the customer to see the name of the calling party as listed in the phone book.

Caller Number Delivery - This feature allows the customer to see the originating number of an incoming call

Do-Not-Disturb (DND) - This feature sets the station as unavailable and all calls are automatically transferred to voice mail.

SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. Local Exchange Services (Cont'd)

3.1.6. Service Features (Cont'd)

3.1.6.A. Line Features (Cont'd)

Hunting - This feature will allow a call coming in on one number to "roll-over" to progressively to another number.

Message Waiting Indicator - This feature alerts the user that a message is waiting through an LED or audible indicator.

Outbound Line Restriction - This feature allows the customer to restrict the user calling privileges based NPA, NPA-NXX or international based either on the station number or user ID code.

Touch Tone - Dual Tone Multi-frequency. When a number button is pushed on a phone it makes a tone, which is used for signaling.

Speed Dial - This feature will allow a customer to use abbreviated codes to dial frequently called numbers. Repertories of six and twenty-five will be offered.

Three Way Calling -- This feature will allow a customer involved in an existing 2-way connection to place the other party on hold and dial a third party for a 3-way connection. When the third party answers, a 2-way conversation can be held before the earlier connection is re-established for the 3-way conference.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)3.1. Local Exchange Services (Cont'd)3.1.6. Service Features (Cont'd)3.1.6.B. RatesFree Features:

Touch Tone	no charge
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Per Use Features:

Call Trace, per use	\$1.00
Call Return, per use	\$0.90
Call Repeat, per use	\$0.90

All Other Features:

	<u>Monthly</u>	<u>Non-Recurring</u>
Call Forward Variable	\$7.00	\$12.00

Line Basic Package:

This package includes:

- Touch Tone
- Hunting
- Call Waiting
- Call Hold
- Speed Dial (6)

	<u>Monthly</u>	<u>Non-Recurring</u>
Per Line charge	\$25.00	\$25.00

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.1. Local Exchange Services (Cont'd)

3.1.6. Service Features (Cont'd)

3.1.6.B. Rates (Cont'd)

Line Deluxe Package:

This package includes, in addition to all of the Line Basic Features:

- Call Transfer
- Speed Dial (30)
- 3-Way Calling
- Call Blocking
- Call Restriction
- Caller ID (Number Only)
- Call Return
- Call Repeat

	<u>Monthly</u>	<u>Non-Recurring</u>
Per Line charge	\$35.00	\$25.00

3.2. Operator Services

Operator Assisted Local Calls are calls placed within the customer's local service area through a Telephone Company operator.

The following charges apply for Operator Assisted Local Calls which are for presubscribed customers and are in addition to any charges for local messages as specified in this Company's applicable Price List.

Operator Assisted Local Call Charges Per Call:

Station-to-station:	
Live Operator	\$3.30
Machine handled	\$2.20
Person-to-person	\$4.85

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.3. Directory Listing

Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein.

- 3.3.1. Directory Listings are provided in connection with each customer service as specified herein.
- 3.3.2. The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated.
- 3.3.3. Listings must conform to the Telephone Company's specifications with respect to its directories.
- 3.3.3.A. The Telephone Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge is made.
- 3.3.3.B. The Telephone Company may refuse a listing which is known not to constitute a legally authorized or adopted name, or any listing which, in the opinion of the Telephone Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Telephone Company, upon notification to the customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.3. Directory Listing (Cont'd)

3.3.4. Rates

The following rates apply for regular and special types of additional listings, and shall be effective at the time the listing is placed on the directory assistance records.

	<u>Monthly</u>
Business, each	\$5.00
Nonlisted Telephone Service	\$5.00
Nonpublished Telephone Service	\$5.00

3.3.5. Nonlisted and nonpublished charges, as specified following, are not applicable to:

- 3.3.5.A. Nonlisted or Nonpublished Telephone Service furnished to a customer for data service where there is no voice use contemplated.
- 3.3.5.B. Nonlisted or Nonpublished Telephone Service furnished to a customer for short periods of time, usually one day, in connection with local and long distance message broadcasts of sporting events, conventions or other special events.
- 3.3.5.C. Nonlisted or Nonpublished Telephone Service furnished to a customer with other listed, nonlisted or nonpublished service in the same directory area.
- 3.3.5.D. Nonlisted or Nonpublished Telephone Service associated with Mobile Telephone Service, Pay Telephone Lines and Network Controlled Lines.
- 3.3.5.E. Nonlisted or Nonpublished Telephone Service associated with dependent telephone numbers of a Distinctive Ring Custom Calling Service.

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SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.4. Directory Assistance

The Telephone Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.

3.4.1. The services of a Telephone Company operator are not to be used in connection with the completion of direct dialed Directory Assistance Service calls except in the following cases:

3.4.1.A. To reach the Directory Assistance Service attendant where direct dialing facilities are not available.

3.4.1.B. To reach the Directory Assistance Service attendant when attempts by the customer to direct dial such a call cannot be completed.

Call allowances are not transferable between separate accounts.

3.4.2. Rates

The rates set forth following apply when customers request Telephone Company assistance in determining telephone numbers of customers who are located in the local service area.

Directory Assistance, per call \$0.85

Maximum of two requested telephone numbers per call.

3.5. Promotional Offerings

The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

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SECTION 3 BASIC SERVICE DESCRIPTION AND RATES (CONT'D)

3.5. Promotional Offerings (Cont'd)

3.5.1 Competitive Response Promotion

From time to time, the Company may offer a new subscriber-of service discounts (up to 100%) off the Customer's total usage charges. Such discounts may have variable terms of applicability and expiration dates. These discounts may apply to monthly recurring port charges, access loop charges, installation charges, and other non-recurring fees.

3.6 Move, Add, Change and Disconnect Charges

	<u>Non-Recurring</u>
Telephone Number Change, per Line,	\$15.00
Temporary Suspension Charge, per Line	\$30.00
Restoration of Service, per Line	\$30.00
Billing Name Change, per account	\$15.00
Customer initiated Order Change	\$15.00
Change in Class or Grade of Service Charge	\$30.00

3.7. 911 and Telecommunications Relay Service

3.7.1. 911 Service: The Company shall make access to 911 emergency services at a level at least equivalent to the service provided by the incumbent local exchange company. Further, 911 services shall be maintained for the duration of any temporary disconnection for non-payment of a residential subscriber's local service.

3.7.2. Telecommunications Relay Service: For calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-rate call.

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