

ORIGINAL

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April 25, 2002

VIA OVERNIGHT DELIVERY

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

COMMISSION
CLERK

REC'D APR 29 AM 11:35

REC'D APR 29 AM 11:35

20244
Re: Docket 02044TI -- Application of M/C Southern Holdings, Inc., f/k/a Florida
Copper & Light, Inc. --
Supplemental Filing Reflecting Name Change

Dear Ms. Bayó:

Please find included hereunder an original and seven (7) copies of an amendatory filing reflecting the name change of the applicant in this docket, M/C Southern Holdings, Inc., formerly known as Florida Copper and Light, Inc. Included herewith are the corporate papers reflecting this change, including the amended authority to transact business in Florida, as well as the proposed interexchange tariff. This tariff reflect the name change of the applicant but is otherwise identical to the previously submitted tariff reviewed by staff. Please associate these materials with the above-referenced docket.

Kindly date-stamp and return the enclosed extra copy of this filing in the enclosed postage-paid envelope. Please do not hesitate to contact the undersigned with any questions or concerns in this matter.

Respectfully submitted,

Richard M. Rindler
Michael J. Schunck

Counsel for M/C Southern Holdings, Inc.
f/k/a Florida Copper & Light, Inc.

- AUS _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- SEC 1
- OTH None

Enclosures

Cc: S. Camougis (Edwards and Angell)
N. Sheth (M/C Partners)

original & all
copies forwarded
to CMP

RECEIVED & FILED
APR 29 2002
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

04642 APR 29 08

FPSC-COMMISSION CLERK

REC'D APR 29 AM 9:29
DISTRIBUTION CENTER



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 22, 2002

CSC
ATTN: JEANINE
TALLAHASSEE, FL

Re: Document Number F02000001301

The Amendment to the Application of a Foreign Corporation for FLORIDA COPPER & LIGHT COMMUNICATIONS, INC. which changed its name to M/C SOUTHERN HOLDINGS, INC., a Delaware corporation authorized to transact business in Florida, was filed on April 22, 2002.

The certification you requested is enclosed.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.


Cheryl Couliette
Document Specialist
Division of Corporations

Letter Number: 002A00023916

Account number: 072100000032

Amount charged: 43.75

State of Florida

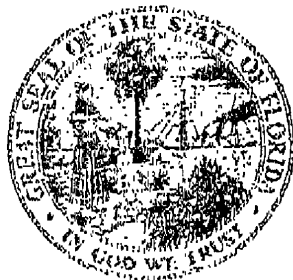


Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Corporation, filed on April 22, 2002, for FLORIDA COPPER & LIGHT COMMUNICATIONS, INC. which changed its name to M/C SOUTHERN HOLDINGS, INC., a Delaware corporation authorized to transact business in Florida, as shown by the records of this office.

The document number of this corporation is F02000001301.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-second day of April, 2002



GR2LO22 (1-99)

Katherine Harris
 Katherine Harris
 Secretary of State

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

FILED
2002 APR 22 PM 1:09
TALLAHASSEE, FLORIDA

SECTION I
(1-3 MUST BE COMPLETED)

F02000001301
Document Number of Corporation (If known)

1. Florida Copper & Light Communications, Inc.
(Name of corporation as it appears on the records of the Department of State)

2. Delaware (Incorporated under laws of) 3 March 15, 2002
(Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? April 16, 2002

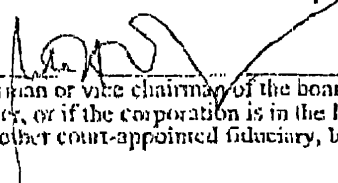
5. M/C Southern Holdings, Inc.
(Name of corporation after the amendment, adding suffix "corporation" "company" or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)


(Signature of the chairman or vice chairman of the board, president, or any officer, or if the corporation is in the hands of a receiver, trustee, or other court-appointed fiduciary, by that fiduciary)
Peter H. O. Claudy
(Typed or printed name)

4/18/02
(Date)
President
(Title)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "FLORIDA COPPER & LIGHT COMMUNICATIONS, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "M/C SOUTHERN HOLDINGS, INC.", THE SIXTEENTH DAY OF APRIL, A.D. 2002, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1727366

DATE: 04-17-02

3500979 8320

020245722



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

April 22, 2002

CSC
ATTN: JEANINE
TALLAHASSEE, FL

Re: Document Number F02000001300

The Amendment to the Application of a Foreign Corporation for FLORIDA COPPER & LIGHT, INC. which changed its name to M/C SOUTHERN COMMUNICATIONS, INC., a Delaware corporation authorized to transact business in Florida, was filed on April 22, 2002.

The certification you requested is enclosed.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.


Cheryl Coulliette
Document Specialist
Division of Corporations

Letter Number: 702A00023911

Account number: 072100000032

Amount charged: 43.75

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Corporation, filed on April 22, 2002, for FLORIDA COPPER & LIGHT, INC. which changed its name to M/C SOUTHERN COMMUNICATIONS, INC., a Delaware corporation authorized to transact business in Florida, as shown by the records of this office.

The document number of this corporation is F02000001300.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-second day of April, 2002



CR2FO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

FILED
2002 APR 22 PM 1:01
TALLAHASSEE, FLORIDA

SECTION I
(1-3 MUST BE COMPLETED)

P02000001300
Document Number of Corporation (If known)

1. Florida Copper & Light, Inc.
(Name of corporation as it appears on the records of the Department of State)

2. Delaware (Incorporated under laws of) 3. March 15, 2002 (Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

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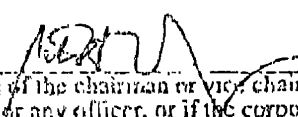
5. M/C Southern Communications, Inc.
(Name of corporation after the amendment, adding suffix "corporation" "company" or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

(New jurisdiction)


(Signature of the chairman or vice chairman of the board, president, or any officer, or if the corporation is in the hands of a receiver, trustee, or other court-appointed fiduciary, by that fiduciary)

Peter H. O. Claudy
(Typed or printed name)

4/16/02
(Date)

President
(Title)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "FLORIDA COPPER & LIGHT, INC.", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "M/C SOUTHERN COMMUNICATIONS, INC.", THE SIXTEENTH DAY OF APRIL, A.D. 2002, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3500978 8320

AUTHENTICATION: 1727358

020245712

DATE: 04-17-02

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by M/C Southern Holdings, Inc. ("Carrier"), with principal offices at 75 State Street, Suite 2500; Boston, MA 02109. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at Carrier'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 tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original

Issued: March 15, 2002Issued By: Peter H. O. Claudy, President
75 State Street, Suite 2500
Boston, MA 02109

Effective:

Table of Contents

Title Sheet 1

Check Sheet 2

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Tariff Format Sheet 5

Section 1 - Technical Terms and Abbreviations 6

Section 2 - Rules and Regulations 9

Section 3 - Description of Services Offered 19

Section 4 - Rates and Charges 21

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 Tariff for the purpose indicated below:

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

Issued: March 15, 2002

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

Effective:

TARIFF 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 tariff. 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 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 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 tariff filing is made with 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. 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 tariff 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 tariff are described below.

Calls

Telephone messages completed by Customers.

Carrier

M/C Southern Holdings, 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 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.

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)

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 Service

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

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.

Individual Case Basis

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

Inside Station Wiring or Inside Wiring

Wiring on the premises beyond the demarcation point.

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.

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)

IntraLATA Service

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

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 tariff 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.

Message

A telephone call made by a Customer.

Month

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

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.

Rates

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

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.

Issued: March 15, 2002

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

Effective:

SECTION 2 – REGULATIONS AND REGULATIONS

2.1 Undertaking of the Carrier

Pursuant to this tariff, Carrier undertakes to provide within the state regulated interLATA and intrastate intraLATA interexchange services described in Section 3.0. Service will be provided on a statewide basis.

2.1.1 Application

This tariff contains the rates and regulations applicable to regulated intrastate interexchange services provided by Carrier between and among points 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 tariff. All services within the jurisdiction of the Commission provided by Carrier between and among points in Florida are governed by this tariff.

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.

Resellers and rebillers of Carrier's services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

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.

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 tariff 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 tariff, 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 tariff 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.

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.

Issued: March 15, 2002

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

Effective:

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

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.

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 tariff (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

Issued: March 15, 2002

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

Effective:

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.4 Liability (Cont'd)

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 tariff 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.

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.

Issued: March 15, 2002

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

Effective:

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.5 Equipment (Cont'd)

2.5.3 Maintenance and Repair

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.

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.

Issued: March 15, 2002

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

Effective:

SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

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.

2.7.2 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 Service

2.8.1 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 tariff.

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 tariff 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.

Issued: March 15, 2002

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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.

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:

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SECTION 2 - REGULATIONS AND REGULATIONS (Cont'd)

2.11 Cancellations and Deferments of Service (Cont'd)

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.

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.

SECTION 3 DESCRIPTION OF SERVICES OFFERED

3.1 Long Distance Interexchange Services

3.1.1 Nature of Service

Carrier offers long distance, interexchange telephone services that allow Customers to originate and terminate calls at locations within the State of Florida. Usage charges are billed on a "flat rate" basis so that calls in any time period, day, evening, night or weekend are subject to the same per-minute rate.

3.1.2 Availability

Carrier offers long distance interexchange services in Florida.

3.1.3 Dialing Procedures

Long distance interexchange services may be accessed by dialing the digit "1", followed by the NPA/area code, then the desired 7-digit local telephone number. Customers may also need to employ 1010XXX dialing, using an XXX code to be supplied by Carrier, to direct intraLATA calls to Carrier. Those calls may otherwise be carried by another carrier.

3.2 Postpaid Travel Card Service

[Reserved for future use]

3.3 Directory Assistance

[reserved for future use]

3.4 Operator Services

[reserved for future use]

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SECTION 3 DESCRIPTION OF SERVICES OFFERED**3.5 Promotional Offerings**

Carrier may from time to time engage in special promotional service offerings designed to attract new Customers or to increase existing Customers' awareness of a particular tariff offering. These offerings may be limited to certain dates, times and/or locations. Carrier's promotional offerings will be approved by the Commission with specific starting and ending dates and will be made a part of this tariff. Under no circumstances will a promotional offering of Carrier run for longer than 90 days in any 12-month period.

3.6 ICBs

In addition to tariffed promotional offerings, Carrier may offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such cases, the prices offered by Carrier shall not exceed the prices for similar services contained in this tariff.

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SECTION 4 - RATES AND CHARGES

4.1 Nonrecurring Charges

4.1.1 Early Termination Charges

[Reserved for future use] -----

4.1.2 Third Party Vendor Charges

Customers may also be charged for certain charges incurred by Carrier (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges.

4.2 Usage Rates

4.2.1 Long Distance Interexchange Services

A. Chargeable Time

Chargeable time begins when the connection is established between the calling station and the called station. Chargeable time ends when either side of the connection is terminated. Chargeable time does not include time lost because of faults or defects in the service.

Except as otherwise stated in this Tariff, calls are billed in six (6) second initial billing period, which is the minimum connection time. Any fractional portion of a call will be rounded up to the next highest six (6) second billing increment.

B. Outbound (1+)

These services are not mileage-sensitive

Switched \$0.10 per minute
Dedicated \$0.05 per minute

Inbound (800 Service)

Switched [reserved for future use]
Dedicated [reserved for future use]

SECTION 4 - RATES AND CHARGES (Cont'd)

C. Post-Paid Travel Card Services

Via 800 Access

[Reserved for future use]

D. Public Payphone Use Charge

In addition to the per minute charges set forth in this Section 4, a public payphone use charge applies to all completed consumer calls made from a payphone which are not paid on a sent paid basis.

Per Call \$0.35

399050

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