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October 15, 1999

Via Federal Express

Ms. Blanca S. Bayo
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

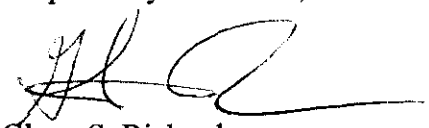
**Re: Onyx Distributing Company, Inc. d/b/a Florida Comm South
Certificate No. 4757
Docket No. 960987-TX
FL PSC Price List No. 1**

Dear Ms. Bayo:

Pursuant to your request, transmitted herewith on behalf of Onyx Distributing Company, Inc. d/b/a Florida Comm South are an original and six (6) copies of pages 9, 10, 11 and 12 of its FL PSC Price List No. 1.

Please date-stamp the "Receipt" copy of this filing and return it to the undersigned in the enclosed, self-addressed stamped envelope. Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,



Glenn S. Richards
Counsel for Florida Comm South

- AFA _____
- APP _____
- CAF _____
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- LEG _____
- MAS _____
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FPSC-RECORDS/REPORTING

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 2. the name(s), telephone number(s), and address(es) of Customer-contact person(s).
- D. Customer must pay Carrier for the replacement or repair or Carrier's equipment when the damage results from:
1. the negligence or willful act of Customer or user;
 2. improper use of service; or
 3. any use of equipment or service provided by others.

2.9.2 Availability of Service for Maintenance, Testing and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in a satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.9.3 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or then Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- B. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of Customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
 1. interruptions of service resulting from Carrier performing routine maintenance;
 2. interruptions of service for implementation of a customer order for a change in the service.
 3. interruptions caused by negligence of Customer or his authorized user;
or
 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

Issued: September 27, 1999

Effective: September 28, 1999

By:
Chris Caffey, Senior Vice President
Onyx Distributing Company, Inc. d/b/a Florida Comm South
6830 Walling Lane
Dallas, TX 75231

ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

2.9.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period.
- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.9.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Tariff. Payments will be due upon receipt of the statement. Payments shall be considered delinquent if not paid within ten (10) days after a bill is rendered to Customer. Additionally, a non-recurring 1.5 percent per month penalty fee (unless a lower rate is prescribed by law in which event at the highest rate allowable by law) will accrue on any unpaid amount after the Customer's account becomes delinquent.
- B. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated and/or received at the Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. The initial billing may include the account set-up charge where applicable. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. In the event of nonpayment of charges, Customer must reimburse Carrier for all costs, including attorneys' fees, for the collection of any unpaid amounts.
- C. For existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Customers may pay for service by credit card or an authorized payment agent.
- E. A charge of Thirty-Five Dollars (\$35.00) or the applicable statutory charge for reconnection of service (if any), whichever is greater, will apply whenever a subscriber requests to be reconnected to the services after the Company has terminated services to subscriber for any reason allowed by this Tariff.

2.9.6 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a service covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

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2.10 TAXES

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes, including federal subscriber line charges, assessed in conjunction with service used.

2.11 RESPONSIBILITY OF CARRIER2.11.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.8, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or ore for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

2.11.2 Cancellation of Credit

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.11.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel service without incurring any liability for any of the following reasons:

- A. After ten days written notices, in the event of a violation of any regulation governing the service under this Tariff;
- B. Without notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;

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2.11.3 Disconnection of Service by Carrier (Cont'd)

- C. Without notice in the event Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction; or
- D. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

2.11.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

2.12 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.13 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.9 of this Tariff.

2.14 INTERCONNECTION

- 2.14.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.
- 2.14.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' Tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided terminal equipment or communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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