

**WIGGINS & VILLACORTA, P.A.**

ATTORNEYS AT LAW

501 EAST TENNESSEE STREET

POST OFFICE DRAWER 1657

TALLAHASSEE, FLORIDA 32302

TELEPHONE (904) 222-1534

TELECOPIER (904) 222-1689

August 8, 1997

VIA HAND DELIVERY

Mr. Thomas Williams  
Division of Communications  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850



Re: ITS

970650-TI

Dear Mr. Williams:

Enclosed for filing are the original and two copies of ITS Billing, Inc.'s tariff to supplement the application filing made on July 11th.

If you have any questions, please do not hesitate to contact me.

Sincerely,

*Patrick K. Wiggins/plk*  
Patrick K. Wiggins

ACK \_\_\_\_\_

AFA \_\_\_\_\_ PKW:plk

APP \_\_\_\_\_ Enclosures

CAF \_\_\_\_\_

CMH \_\_\_\_\_ 1

CTR \_\_\_\_\_

ENG \_\_\_\_\_

LEA \_\_\_\_\_ 1

LIN \_\_\_\_\_

OPD \_\_\_\_\_

PRN \_\_\_\_\_

SEC \_\_\_\_\_ 1

WAS \_\_\_\_\_

OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE

08162 AUG 12 5

FPSC-RECORDS/REPORTING

ITS Billing, Inc.  
ITS Billing Inc. d/b/a ITS  
ITS Billing Inc. d/b/a Fox Fiber Optics  
ORLANDO, FLORIDA

Florida Tariff No. 1  
Original Sheet 1

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TARIFF APPLICABLE TO  
SERVICES OF

ITS Billing, Inc.

ITS Billing, Inc. d/b/a ITS

ITS Billing, Inc. d/b/a Fox Fiber Optics

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Issued: August 3, 1997

Issued by:

James R. Becker, President  
616 South Dillard Street  
Winter Garden, Florida 34787

Effective:

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**CHECK SHEET**

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets, as indicated below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	24	Original
2	Original	25	Original
3	Original	26	Original
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
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22	Original		
23	Original		

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**EXPLANATION OF SYMBOLS**

- (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

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### TARIFF FORMAT

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for 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).1.

**D. Check Sheets** - When a tariff filing is made with the FPSC, 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 the check sheet 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 FPSC.

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**ITS Billing, Inc.**  
**ITS Billing Inc. d/b/a ITS**  
**ITS Billing Inc. d/b/a Fox Fiber Optics**  
**ORLANDO, FLORIDA**

Florida Tariff No. 1  
Original Sheet 6

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**APPLICATION OF TARIFF**

This tariff applies to services furnished by ITS Billing, Inc.; ITS Billing Inc. d/b/a ITS; and ITS Billing Inc. d/b/a Fox Fiber Optics for communications within the State of Florida. Service is furnished by wire, cable, radio and/or a combination thereof.

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### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

The following definitions apply for certain terms used generally throughout this tariff:

Additional Period: The rate element used to bill for the chargeable time when a call continues beyond the initial increment.

Authorized User: A person, firm, corporation, or other legal entity which is authorized by the Customer to be connected to the service of the Customer. An Authorized User(s) must be named in the application for service.

Billing Period: The period of time between Customer invoice to Customer invoice consisting of approximately 30 days.

Company: ITS Billing, Inc.; ITS Billing Inc. d/b/a ITS; ITS Billing Inc. d/b/a Fox Fiber Optics.

Customer-Provided Facilities: All facilities, including those obtained from other communications common carriers, provided by the Customer and/or Authorized User.

Customer: The Customer is the person, firm, corporation or other legal entity which: orders, cancels or amends service; is responsible for the payment of charges; and is responsible for compliance with all Company tariff regulations.

Holiday: One of the following Federally recognized Holidays: Independence Day, Memorial Day, Labor day, Thanksgiving Day, Christmas Day, New Years Day.

Initial Period: The rate element used to bill for the first chargeable incremental period, or fraction thereof, of a call.

LATA: An acronym for Local Access and Transport Area denoting a regional telephone service area.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D)**

Local Access Line or Local Distribution Channel: The facility consisting of the necessary equipment and local telephone company lines which are required to interconnect the Customer's or Authorized User's premises to a Company Service Point within the same local exchange area.

Local Time: The time observed, standard or daylight savings, at the point where the call originates.

Message: A telephone call.

Mileage Rate Band: Mileage interval used to establish rates for Company Services.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Use of Service**

- 2.1.1 Customers, Authorized Users, and sharing participants may not use the service for any unlawful purpose.
- 2.1.2 Interconnection of Company service with the services of other communications common carriers is permitted as well as with Customer provided communications facilities.
- 2.1.3 Service may be used for any lawful purpose for which the service is technically suited.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.2 Limitation of Liability**

- 2.2.1 The liability of Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. Company will not be liable for consequential or incidental damages.
- 2.2.2 Company is not liable for the actions, omissions or negligence of any other company furnishing a portion of the service.
- 2.2.3 Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to, civil disorders, fire, flood or other disasters, labor problems or regulations or actions taken by any government agency having jurisdiction over Company.
- 2.2.4 The Customer will indemnify and save harmless Company against:
- A. Claims for libel, slander or infringement of copyright arising out of the material, data, information or other content transmitted over services furnished by Company.
  - B. Claims for damage to Customer or Authorized User's premises including claims made by a third party resulting from the furnishing of service by Company when said damage is not the result of negligence of Company agents or employees.
  - C. Patent infringement claims arising from combining or connecting Company channels with Customer provided equipment or systems.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.3 Customer Obligations**

- 2.3.1 The Customer shall be responsible for ensuring that Customer-provided equipment or facilities are properly interfaced with Company services.
- 2.3.2 The Customer shall operate his or her equipment in such a manner that his use of Company facilities shall not interfere with other Customer' use of Company services.
- 2.3.3 The Customer guarantees and assures Company that his or her Authorized User(s) will satisfy all provisions of this tariff and abide by its regulations. Customer also assumes all responsibility for Authorized User(s) relative to the compliance with the provisions of this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.4 Rendering and Payment of Bills**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. If notice of disputed charges is not received within thirty days after an invoice is issued, the invoice shall be considered correct and binding on the Customer.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

Payment is within thirty (30) days subsequent to the invoice date and are considered past after the thirty day period. A late payment charge of 1.5% applies to all overdue balances.

If payment is posted to the account in full on or before the 20th day subsequent to the invoice date, a 2% credit will be applied to the Customer's account as of the next month's billing date.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.5 Cancellation and Discontinuance of Service, (cont'd)**

**2.5.2 Discontinuance of Service by Company**

- A. Company, by five (5) days written notice to the Customer, may cancel or suspend the provision of service for non-payment of any sum due to Company, as a result of actions of a government agency which forces discontinuance of the provision of service, or for violation of any of the terms or conditions of this tariff, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors without incurring any liability. For nonpayment of bills for telephone service the written notice shall be separate and apart from the regular monthly bill for service. When service is discontinued the Company shall notify the Customer in writing of the reason for such discontinuance.
- B. Company, by written notice to the Customer, will discontinue service to an authorization code if that code has not been used for a period of 90 days. If an authorization code has never been used within 90 days of issuance, Company reserves the right to disconnect it without notice. The Customer may notify Company that service not be disconnected, or that it be reconnected, subsequent to such notice or action.
- C. Company reserves the right to suspend or discontinue the privileges of an authorization code, to protect the Company and the Customer, if it believes abuse is occurring and a reasonable effort has been made to contact the legitimate user. A replacement code will be provided to the Customer when such action is necessitated.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.6 Deposits and Establishment of Credit**

- 2.6.1 The Company does not require a deposit from the Customer.
- 2.6.2 For Customers whom the Company feels an advance payment is necessary, ITS Billing, Inc. d/b/a ITS d/b/a Fox Fiber Optics reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.
- 2.6.3 A Customer whose service has been discontinued or non-payment of bills will be required to pay any unpaid balance due to Company and may be required to pay a reconnection charge of \$25.00, if applicable, and to re-establish credit by making the advance payment prescribed above before service is restored.
- 2.6.4 An applicant who previously has been a Customer of Company and has had service temporarily or permanently discontinued for non-payment of bills will be required to pay any unpaid balance due Company, and may be required to re-establish credit by making the advance payment prescribed above.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.7 Credit for Interruption of Service**

- 2.7.1 Credit for failure of service will be allowed only when such failure is caused by Company.
- 2.7.2 No credit will be allowed failure of service or equipment due to:
- 2.7.3 Credit allowance time for failure of service starts when the Customer notifies Company Maintenance Customer Service of the failure or when Company becomes aware of the failure, and ceases when the operation has been restored and an attempt has been made to notify the Customer.
- 2.7.4 The Customer shall notify Company of failures of service and make reasonable attempts to ascertain that the failure is not caused by the Customer-provided facilities.
- 2.7.5 Only those portions of the service disabled will be credited.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.7 Credit for Interruption of Service, (cont'd)

2.7.6 Calculation of Outage Credit

- A. No credit shall be allowed for an interruption of less than 2 hours.
- B. The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly recurring charge for the services affected for each period of 2 hours or major fraction thereof that the interruption continues.
- C. Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.8 Moves and Service Rearrangements**

- 2.8.1 When, at the Customer's request, Company changes the Customer's service type or operation mode and these changes require any facility or termination rearrangement by Company the normal installation charges for that which is rearranged will apply unless a specific charge is set forth elsewhere in this tariff.
- 2.8.2 When the Customer requests changes, additions, or deletions to any optional features the normal installation for the changed optional feature(s) will apply.

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### SECTION 3 -DESCRIPTION OF SERVICE

#### 3.1 Calculation of Distance

For the purpose of determining the airline mileage of a call, Company will utilize the vertical ("V") and horizontal ("H") coordinates of the rate center of the originating and terminating points of the call. The rate centers and "V" and "H" coordinates will be obtained by reference to AT&T Communications Tariff F.C.C. No. 10. For calls originated by dialing a local exchange number or a 950-type number using authorization codes, the originating point will be the rate center in which the shared access facilities are located. For calls originated via equal access connections, WATS access lines or dedicated access lines, the originating point will be the rate center in which the Customer is located. The terminating point will be determined by the rate center of the called number.

The airline mileage of a call is determined as follows:

1. Obtain the "V" and "H" coordinates for the originating and terminating rate centers.
2. Obtain the difference between the "V" coordinates of each of the cities. Obtain the difference between the "H" coordinates.
3. Square each difference obtained in Step 2 above.
4. Add the squares of the "V" difference and "H" difference obtained in Step 3 above.
5. Divide the sum of the square obtained in Step 4 by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained in Step 5 above. Round to the next higher whole number if any fraction is obtained. This is the mileage.
7. The formula is as follows:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.2 Timing of Calls**

- 3.2.1 Long distance usage charges are based on usage of the Company's network. Chargeable time begins when the calling and the called station are connected (i.e. two-way communications is established).
- 3.2.2 Chargeable time ends when one party "hangs up" the telephone, thereby releasing the network connection.
- 3.2.3 The minimum call duration and call increments for billing purposes are specified on a per-product basis.
- 3.2.4 The Company shall not bill for unanswered calls.

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**SECTION 3 -DESCRIPTION OF SERVICE, (CONT'D)**

**3.3 ITS Flat Rate Service**

ITS Flat Rate Service offers uniform rates for outbound calling from switched access lines provided by the Customer. Rates within the State of Florida are not mileage-sensitive.

- Option 1 - The minimum call duration is 5 minutes. No minimum monthly usage is required. No monthly fee applies. Additional usage is billed in one minute increments.
- Option 2 - The minimum call duration is one minute. No minimum monthly usage is required. No monthly fee applies. Additional usage is billed in one minute increments.
- Option 3 - The minimum call duration is thirty seconds. Additional usage is billed in six second increments. This Option is available to Customers with documented usage of at least \$100.00 per month.

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**SECTION 3 -DESCRIPTION OF SERVICE, (CONT'D)**

**3.4 ITS Travel Card Service**

ITS Travel Card Service is offered to Customers for originating calls while away from home or office. Calls are initiated by dialing a toll-free access number provided by the Company, followed by the card number and personal identification number. The system then allows the Customer to place a call to any valid destination number. Calls are billed in full minute increments. The minimum call duration for billing purposes is one minute.

**3.5 Directory Assistance**

Directory Assistance is available to Customers of ITS. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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**SECTION 3 -DESCRIPTION OF SERVICE, (CONT'D)**

**3.6 Promotional Offerings**

Certain promotional offerings may be provided from time to time via this tariff. These promotional offerings may only apply to certain services, any may be limited to certain dates, times and locations with FPSC approval only 90 days in a twelve month period.

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**SECTION 4 -RATES**

**4.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the off-day rate during business day hours. Discounts do not apply to per call add-on charges for services when the call is placed by a method that would normally incur the surcharge.

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SECTION 4 -RATES, (Cont'd.)

4.2 ITS Flat Rate Service

<u>Option</u>	<u>Per Minute Usage Rate</u>
Option 1 -	\$0.10
Option 2 -	\$0.159
Option 3 -	\$0.10

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SECTION 4 -RATES, (CONT'D)

4.3 ITS Travel Card Service

Calls are billed in full minute increments. The minimum call duration for billing purposes is one minute.

Usage Charge: \$0.1890 per minute

Service Charge: \$0.25 per call

4.4 Directory Assistance

Directory Assistance, per call: \$0.85

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-----  
From: Linda Williams  
To: Tommy Williams  
Subject: fwd: ITS Billing  
-----

ORIGINAL  
FILE COPY

770#50-VI

RECEIVED

JUL 17 1997

FPSC - Records/Reporting

====NOTE=====7/16/97==4:54pm==  
Tommy, this application is hanging out  
there. We need to know what Pat  
Wiggins wants to do. Can you email me  
what to do with it ASAP. Thanks.

Fwd=by:=Tommy=William=7/17/97==7:44am==  
Fwd to: Linda Williams

.....  
He hasn't called me back so go ahead  
and open a docket and deposit the  
check.  
-----

970650-TT

ORIGINAL  
FILE COPY

-----  
From: Kay Flynn CONFIRMED  
To: Tommy Williams  
Subject: ITS etc.  
-----

===NOTE=====7/17/97=12:26pm==  
CC: Linda Williams, Mike Lake  
.....

Tommy, we are opening a docket on this filing from Pat Wiggins. I called Pat for clarification of what is actually being done here, and understand that this is a transfer application. Two questions:

- 1) He submitted a \$250 filing fee with this transfer. Is a filing fee needed? If not, you will need to start refund procedures with Fiscal. (I'm copying Mike Lake so he will be aware that a refund may need to be processed.)
- 2) Is this an appropriate docket title:  
Application for transfer of IXC Cert 2929 from WATS/800, Inc. d/b/a ITS to ITS Billing, Inc., ITS Billing, Inc. d/b/a ITS, and ITS Billing d/b/a Fox Fiber Optics. ??

Please let me know ASAP, because this application has been on hand since 7/11. Thanks. Kay

RECEIVED

JUL 17 1997

FPSC - Records/Reporting