

ORIGINAL

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030 580 - T1

June 26, 2003
Florida Public Service Commission
Division of Competitive Markets and Enforcement Certification
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

RECEIVED - FPSC
JUN 30 AM 11:40
COMMISSION
CLERK

Dear Sirs/Mesdames:

Re: Application of RGT Utilities of Florida, Inc. for Interexchange Service

Enclosed please find the Application of RGT Utilities of Florida, Inc. to provide Interexchange Service in the State of Florida.

Also enclosed with the application is a check for \$250.00.

The financial information of the parent corporation of applicant is being submitted under separate cover together with a request for confidentiality of the financial information.

Please call or email with any questions, comments, issues or requests for additional information prior to taking any adverse action.

Very truly yours,

Kathleen Hawkins Berkowe

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check:

LM

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INTERNET, COMMUNICATIONS, CORPORATE AND INTELLECTUAL PROPERTY LAW
FOR CORPORATE AND REAL ESTATE CLIENTS

DOCUMENT NUMBER 2003

05784 JUN 30 03

FPSC-COMMISSION CLERK

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

DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT
CERTIFICATION

**Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida**

Instructions

- ◆ This form is used as an application for an original certificate and for approval of 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 17).
- ◆ 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 the Commission Clerk and Administrative Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

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

**Florida Public Service Commission
Division of Competitive Markets and Enforcement
Certification
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

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

RGT Utilities of Florida, Inc.

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

RGT Utilities of Florida, Inc

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

_____ 1221 Avenue of the Americas 3rd Floor
New York, New York, 10021

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

None at this time

6. Select type of business your company will be conducting \surd (check all that apply):

Facilities-based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.

Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.

Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.

Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.

Prepaid Debit Card Provider - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. 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 | |

8. **If individual**, provide:

Name:

Title:

Address:

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address:

Internet Website Address:

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

(a) **The Florida Secretary of State Corporate Registration number:**

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

(a) **The Florida Secretary of State Corporate Registration number:**

11. **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:**

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

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

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

Name:

Title:

Address:

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address:

Internet Website Address: _____

14. **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:**

15. Provide **F.E.I. Number** (if applicable):

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

Yes **No**

(b) If not, who will bill for your services?

Name: Rockefeller Group Telecommunications Services, Inc.

Title:

Address: 1221 Avenue of the Americas, Inc. 3rd Floor

City/State/Zip: New York, New York 10020

Telephone No.: 212-282-2200 **Fax No.:** _____

(c) How is this information provided?

17. Who will receive the bills for your service?

- | | |
|--|---|
| <input type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATs providers | <input type="checkbox"/> PATs station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify) _____. | |

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

(a) The application:

Name: Kathleen Hawkins Berkowe PC

Title: Attorney

Address: 122 Smith Ridge Road

City/State/Zip: South Salem, New York 10590

Telephone No.: 914-533-3280 **Fax No.:** 914-533-3280

Internet E-Mail Address: khblawyr@aol.com

Internet Website Address: _____

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

Name: Tom Zink

Title: Assistant Vice President
c/c Rockefeller Group Telecommunications Services, Inc.

Address: 1221 Avenue of the Americas

City/State/Zip: New York, New York 10020

Telephone No.: 212-282-2200 **Fax No.:** 212-282-2668

Internet E-Mail Address: tzink@rgts.com

Internet Website Address: www.rgts.com

(c) Complaints/Inquiries from customers:

Name: ___Mary Martorano

Title: ___Director, Network Operations Center

Address: ___1221 Avenue of the Americas

City/State/Zip: New York, New York 10021

Telephone No.: 212-282-2222 **Fax No.:** 212-282-2604

Internet E-Mail Address: noc@rgts.com

Internet Website Address: rgts.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

___None

(b) has applications pending to be certificated as an interexchange telecommunications company.

None

- (c) is certificated to operate as an interexchange telecommunications company.

None

- (d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

None

- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

20. 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. If so, please explain.

No

(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.

No

21. The applicant will provide the following interexchange carrier services (check all that apply):

a. _____ **MTS with distance sensitive per minute rates**

_____ Method of access is FGA

_____ Method of access is FGB

_____ Method of access is FGD

_____ Method of access is 800

b. _____ **MTS with route specific rates per minute**

_____ Method of access is FGA

_____ Method of access is FGB

_____ Method of access is FGD

_____ Method of access is 800

c. _____ MTS with statewide flat rates per minute (not distance sensitive)
_____ Method of access

is FGA

_____ Method of access is FGB

_____ Method of access is FGD

_____ Method of access is 800

d. _____ MTS for pay telephone service providers

e. _____ Block-of-time calling plan (Reach Out
Ring America, etc.).

Florida,

f. _____ 800 service (toll free)

g. _____ WATS type service (bulk or volume discount)

_____ Method of access is via dedicated facilities

_____ Method of access is via switched facilities

h. _____ Private line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)

I. _____ Travel service

_____ Method of access is 950

_____ Method of access is 800

j. _____ 900 service

k. _____ Operator services

_____ Available to presubscribed customers

_____ Available to non presubscribed customers (for example, to
patrons of hotels, students in universities, patients in
hospitals).

_____ Available to inmates

1. **Services included are:**

- Station assistance
- Person-to-person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

Attached

23. Submit the following:

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

See Attachment 23 A

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.

See Attachment 23 B

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.

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. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

See Attachment 23 C


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 its 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. APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

<u>Gwen Rowden</u>	<input checked="" type="checkbox"/>	<u></u>
Print Name	Signature	
<u>Vice President and General Counsel</u>	<input checked="" type="checkbox"/>	<u>6/20/03</u>
Title	Date	
<u>212-282-2006</u>	<u>212-282-2005</u>	
Telephone No.	Fax No.	

Address: 1221 Avenue of the Americas
New York, New York, 10020

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please check one):

The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month. (The bond must accompany the application.)

A request for waiver of the deposit requirement is enclosed with the application. The applicant intends to collect deposits only in circumstances in which it is reasonable to anticipate that payments may not be made. Because of the circumstances in which deposits will be required, it is anticipated that deposits will be held for a small number of customers. Thus, it is anticipated that the total amount of deposits held by RGT Utilities of Florida, Inc. at any time will be limited. It is anticipated that RGT Utilities of Florida, Inc. should be in a position to repay all deposits.

UTILITY OFFICIAL:

Gwen Rowden

Print Name

x



Signature

Vice President and General Counsel

Title

x

6/20/03

Date

212-282-2006

Telephone No.

212-282-2005

Fax No.

Address: 1221 Avenue of the Americas, 11th Floor
New York, New York, 10020

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 alternative local exchange 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:

Gwen Rowden
Print Name

X 
Signature

Vice President and General Counsel
Title

X 6/20/03
Date

212-282-2006 212-282-2005
Telephone No. Fax No.

Address: 1221 Avenue of the Americas, 11th Floor
New York, New York 10020

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (x) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

<u>Gwen Rowden</u>	<u><i>Gwen A Rowden/Kat B.</i></u>
Print Name	Signature
<u>Vice President and General Counsel</u>	<u>6/20/03.</u>
Title	Date
<u>212-282-2006</u>	<u>212-282-2005</u>
Telephone No.	Fax No.
Address: 1221 Avenue of the Americas New York, New York 10020	

**Application for Authority to Provide
Application for Authority to Provide
InterExchange Service
within the State of Florida**

RGT Utilities of Florida, Inc.

ATTACHMENT 23 C - Financial Capability

The capital necessary to fund the activities of RGT Utilities of Florida, Inc. will be funded through operations of the parent company, Rockefeller Telecommunications Services, Inc. ("RGTS"). RGTS has provided telecommunications services including local service, intrastate, interstate and international service, equipment, and ancillary services to business customers in the Rockefeller Center area of New York City since 1984. Customers include Fortune-500 public and private company headquarters, as well as law firms, financial advisors and consultants, and small business customers. The ongoing operations of RGTS will be sufficient to fund any capital necessary to operate in Florida.

The operations of RGTS are consolidated in the financial statements of its parent, Rockefeller Group International, Inc. ("RGII"). RGII develops, owns and manages real estate and operates other services such as brokerage, as well as telecommunications. RGII's primary real estate interest is a complex of buildings in Rockefeller Center on the West side of 6th Avenue between 6th Avenue and between 48th and 52nd Streets in New York City. RGII's financials are not publicly available.

The consolidated financials of RGII have been submitted under separate cover with a request for confidentiality.

Application for Authority to Provide
InterExchange Service
within the State of Florida

RGT Utilities of Florida, Inc.

ATTACHMENT 23 A – Managerial Capability

Name: Richard W. Helmuth

Current position: RGTS President and Chief Executive Officer,
11/00 – Present

Education: BS, Economics, Susquehanna University

MBA, Management Information Systems, Philadelphia
University

**Telecom
Experience:** 17 years of telecommunications industry experience

- ◆ Genuity, Vice President, Provisioning, 1/98 – 10/00 —
Responsible for all domestic circuit provisioning
- ◆ GTE Service Corporation, Assistant Vice President,
11/97 – 1/98 – Responsible for operations process
planning and service assurance
- ◆ RWH Consulting, Inc./NextWave Telecom Inc.,
President/Vice President, 5/96-11/97 – Consulted on and
carried responsibilities in projects involving marketing,
profit and loss management, network design and
operations, and business development
- ◆ PECO Energy Company, Director, 2/92 – 4/96 – lead
network engineering program; developed
telecommunications strategies for business growth and
efficiency; developed corporate communications
infrastructure strategy using SONET and RF
technologies leveraged to migrate into
telecommunications industry
- ◆ General Electric Company, Manager, Operations and
Engineering, 6/90 – 2/92 – Military and data systems
operations
- ◆ General Electric Company, Manager, Network
Operations, 8/87 – 6/90 – Military and data systems
operations; communication system design leadership
- ◆ General Electric Company, Manager, Ground Systems
Engineering, 1/86 – 8/87 – Technical direction of the
Systems Engineering team

Application for Authority to Provide
InterExchange Service
within the State of Florida

RGT Utilities of Florida, Inc.

ATTACHMENT 23 A – Managerial Capability

Name: Daniel R. Healy

Current position: RGTS Executive Vice President, 2001-present

Education: BS, 1969, Siena College

Telecom

Experience:

23 years in telecommunications industry

- ◆ Sr. Vice President, Telecommunications Services, RGTS, 2 years
- ◆ Vice President, Sales and Operations, RGTS, 1 year
- ◆ Vice President, Sales and Client Support Services, RGTS, 1 year
- ◆ Vice President, Sales, RGTS, 6 years
- ◆ Vice President of Marketing & Sales, Coradian Corporation, 3 years
- ◆ Marketing Manager, IBM/Rolm Corporation, 2 years
- ◆ Director Major Accounts, IBM/Rolm Corporation, 2 years
- ◆ Vice President TRAC Services, Coradian Corporation, 2 years
- ◆ Albany Branch Sales Manager, Coradian Corporation, 2 years

Application for Authority to Provide
InterExchange Service
within the State of Florida

RGT Utilities of Florida, Inc.

ATTACHMENT 23 A – Managerial Capability

Name: Dennis P. Oliver

Current position: RGTS Senior vice president of Opportunity Development

Education: BA from Rutgers

MBA from New York University

Telecom

Experience:

35 years in telecommunication industry

- ◆ 20 years in AT&T, numerous positions with progressive levels of responsibility including engineering, regulatory support, and division manager in product development.
- ◆ 15 years with RGTS with progressive levels of responsibility, including director of operations (6 years), vice president of operations (6 years), and senior vice president of opportunity development (3 years).

**Application for Authority to Provide
InterExchange Service
within the State of Florida**

RGT Utilities of Florida, Inc.

ATTACHMENT 23 A – Managerial Capability

Name: Richard Gross

Current position: RGTS Assistant Vice President, Marketing and Strategic Management), 1/2003 - Present

Education: BBA from IONA (Marketing & Management)

Telecom Experience: 20 Years in telecommunications Industry

- ◆ 7 years with Siemens (Account Executive and Regional Manager of Quality Assurance and System Design)
- ◆ 10 years with NEC (Sr. Manager of Client Services)
- ◆ 3 years with RGTS (Client Support Director, Business Development and Marketing Director)

**Application for Authority to Provide
InterExchange Service
within the State of Florida**

RGT Utilities of Florida, Inc.

ATTACHMENT 23 A – Managerial Capability

Name: Thomas C. Zink

Current position: Assistant Vice President, Financial Operations,
1/2003 - Present

Education: MBA Finance, Adelphi University

BS Business Administration/Finance, Bryant College

Telecom

Experience: 14.5 years in telecommunications industry

- ◆ Telephonics Corporation, Manager of Finance, 11 years
- ◆ RGTS, Financial Operations Director, 4 years

**Application for Authority to Provide
InterExchange Service
within the State of Florida**

**RGT Utilities of Florida, Inc.
ATTACHMENT 23 B - Technological Capabilities**

SUMMARY OF TECHNOLOGICAL CAPABILITIES

RGT Utilities of Florida, Inc. is a newly created member of the Rockefeller Group Telecommunications Services, Inc. family of companies that has provided telecommunications services including local service, intrastate, interstate and international service, equipment, and ancillary services to business customers in the Rockefeller Center area of New York City since 1984. Customers include Fortune-500 public and private company headquarters, as well as law firms, financial advisors and consultants, and small business customers. The family group has expanded to other states and to Canada primarily in response to demands of existing customers to service their offices in other states.

The technology managers of Rockefeller Group Telecommunications Services, Inc., the parent of RGT Utilities of Florida, Inc. also serve as the technology managers of RGTU of Florida, Inc. John Worman, Director of Engineering has over 18 years experience in the telecommunications industry; three years with Rockefeller Group Telecommunications Services, Inc. Mary Martorano, Director, Network Operations Center, has over twenty years experience in the telecommunications industry. Ray Cirasa, Director of Project Management, has over 30 years experience in the telecommunications industry. Frank Weber, Director of Operational Support Systems, has more than fifteen years' experience in the telecommunications industry. Their resumes are attached.

**Application for Authority to Provide
InterExchange Service
within the State of Florida**

**RGT Utilities of Florida, Inc.
ATTACHMENT 23 B - Technological Capabilities**

Name: Jon Worman

Current position: Director, Engineering, 2000 – present

Education: MS, Systems Management, University of Southern California, 1987

Post Graduate Certificate, Information Systems, University of Southern California, 1986

BA, Computer Science, Rutgers, The State University of New Jersey, 1984

United States Naval Academy, 1980-1983

Continuing Professional Education and Management Seminars, 1988-2000

- ◆ Motorola Augusta Institute of Management, 1998
- ◆ General Electric Management Institute, Crotonville, NY 1991

**Telecom
Experience:**

- 18 years in telecommunications industry
- ◆ Motorola Network Management Group (Propel), Director Business Development, 1 year
 - ◆ Motorola, Communications Enterprise, Director Business Development, 2 years
 - ◆ NextWave Telecom, Inc. Director Specialized Communications Services, 1 year
 - ◆ North American Wireless, Inc., Director, Network Development, 1 year
 - ◆ PECO Energy Company, Telecommunications Consultant, 3 years
 - ◆ General Electric Company, Aerospace Division, Project Engineer, 4 years
 - ◆ United States Marine Corps, Computer Operations Supervisor, 3 years

**Application for Authority to Provide
InterExchange Service
within the State of Florida**

**RGT Utilities of Florida, Inc.
ATTACHMENT 23 B - Technological Capabilities**

Name: Mary Martorano

Current position: Director, Network Operations Center, 2002 - present

Education: Bachelor of Science Management & Communications,
Adelphi University

**Telecom
Experience:** 22 years in telecommunications industry

- ◆ Citibank, N.A. - Telecomm Analyst, 2years
- ◆ Chase Manhattan Bank - Telecomm Analyst, 2 years
- ◆ Implementation Specialist, 2 years
- ◆ Business Development Consultant, RGTS, 1 year
- ◆ Implementation and Technical Manager, RGTS, 4 years
- ◆ Client Service Manager, RGTS, 7 years
- ◆ Client Support Representative, RGTS, 3 years

**Application for Authority to Provide
InterExchange Service
within the State of Florida**

**RGT Utilities of Florida, Inc.
ATTACHMENT 23 B - Technological Capabilities**

Name: Ray Cirasa

Current position: Director, Project Management Office; Enhance the project management process throughout RGTS

Education: High School
Some college, Electrical Engineering/ Management Science

Telecom Experience: 31 years in telecommunications industry

- ◆ 15 years NJ Bell –
 - ◆ 3 years Installation Technician--Installed and serviced residential and public telephones
 - ◆ 9 years Systems Technician--Installed and serviced PBX and associated equipment
 - ◆ 3 years Test Bureau Technician--Remote diagnosis of voice/data circuits/coordinated field and C.O. repairs
- 8 years BellSouth
- ◆ 2 years Field Service Engineer--Tier 2 field support of PBX's and voice applications
- ◆ 6 years Field Service Manager--Manage installation and service of PBX and voice applications
- ◆ 5 years WilTel/Williams –
- ◆ 3 years Division Manager--Manage installation service and support (engineering, dispatch, inventory control, and billing) of PBX and voice applications
- ◆ 2 years VP of Operations--Manage service and support (engineering, dispatch, inventory control, and billing) of voice and data systems and applications
- ◆ 3 years RGTS – Director of Service--Manage installation and service of PBX and voice applications

**Application for Authority to Provide
InterExchange Service
within the State of Florida**

**RGT Utilities of Florida, Inc.
ATTACHMENT 23 B - Technological Capabilities**

Name: Jessica Bell

Current position: Director, Administration and Organizational Development,
9/2002 - present

Education: BA, Rhetoric, University of California, Berkeley, 1986

MS Educational Psychology, Instructional Design &
Technology, University of Southern California, 1990

Intensive French Studies, Université d'Aix-Marseille III

Continuing Professional Education, 1998:
Finance & Accounting for the Non-Financial Manager
University of Southern California, Marshall School of
Business

*Influence & Leadership, Managing Without Defined
Authority*, Babson College, School of Executive Education

**Telecom
Experience:** 4.5 years in telecommunications industry

- ◆ Performance Improvement Leader, RGTS, 2001 - 2002
- ◆ Production Manager, TelCom Training Corporation, 1
year, 1999 - 2000
- ◆ Instructional Design Consultant, Sprint w/Synesis
Corporation, 1999
- ◆ Instructional Design Consultant, Sprint w/Caribiner
International, 1998 - 1999

**Application for Authority to Provide
InterExchange Service
within the State of Florida**

**RGT Utilities of Florida, Inc.
ATTACHMENT 23 B - Technological Capabilities**

Name: Frank K. Weber, Jr.

Current position: Director of Operational Support Systems, 2001 - present

Education: Bachelor of Science (Computer Science), Hofstra University

**Telecom
Experience:** 15.5 years in telecommunication industry

- ◆ 15.5 years with RGTS
 - 3.5 years-Business Systems Analyst
 - 4 years-Senior Business Systems Analyst
 - 6.9 years-Billing Supervisor/Manager

Application to Provide
InterExchange Service
within the State of Florida

RGT Utilities of Florida, Inc.

ATTACHMENT 22 C Proposed Tariff

Florida Tariff No. 1
Original Sheet 1

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by RGT Utilities of Florida, Inc., with principal offices at 1221 Avenue of the Americas 3rd Floor New York, New York 10020. 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 the Company's principal place of business.

ISSUED: April 2003

EFFECTIVE:

By:

Gwen Rowden, Vice President and General Counsel
1221 Avenue of the Americas
New York, New York 10020

RGT Utilities of Florida, Inc.

ATTACHMENT 22 C Proposed Tariff

Florida Tariff No. 1
Original Sheet 2

CHECK SHEET

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

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
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SYMBOLS SHEET

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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RGT Utilities of Florida, Inc.

ATTACHMENT 22 C Proposed Tariff

Florida Tariff No. 1
Original Sheet 5

TARIFF FORMAT SHEETS

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 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 the FPSC, an updated check sheet accompanies the tariff filing. The check sheet

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**Application for Authority to Provide
InterExchange Service
within the State of Florida**

RGT Utilities of Florida, Inc.

ATTACHMENT 22 C Proposed Tariff

Florida Tariff No. 1
Original Sheet 6

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 FPSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions:

- 1.1.1. Affiliate - An entity directly or indirectly under common control with the subject. Common control may be evidenced by 51% or more voting power or 51% or greater percentage of ownership.
- 1.1.2. Agreement - Agreements executed between Customer and Company relating to Services, as originally executed and as the same may be amended from time to time in accordance with the terms thereof.
- 1.1.3. Approvals - All Governmental authorizations, licenses, permissions, certificates, consents, permits applicable or required for a subject activity.
- 1.1.4. Authorized User - A person, firm, corporation, or other entity authorized by the Customer to receive or send communications and to use the Services, or is placed in a position by the Customer's acts or omissions to do so.
- 1.1.5. Call - A telephone call by a Customer or Authorized User.
- 1.1.6. Company or Carrier - RGT Utilities of Florida, Inc.
- 1.1.7. Line - An access line. A hard wire connection from the customer's location to the Company's switch
- 1.1.8. Content means data, voice, information, video, photographs, works of art, expressions, ideas, music or any other content.

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SECTION 1 - Technical Terms and Abbreviations (Cont)

- 1.1.9. Confidential Information - means an entity's financial information, financial plans, internal processes, procedures, organization, business plans, and the identities of clients, suppliers, and business partners.
- 1.1.10. Customer - A entity, including but not limited to any general partnership, limited partnership, corporation, joint venture, trust governmental agency, association or individual, which has entered into an agreement to purchase, lease or use telecommunications services offered by Company. Also included are such heirs, executors, successors, assigns and legal representatives of Customer as are permitted under the terms of the Agreement and entities that are responsible for payment of charges due and compliance with the Company's tariff regulations.
- 1.1.11 Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.
- 1.1.12 Disconnect - The disabling of circuitry, thereby preventing outgoing and incoming calls and other Service provided by Company.
- 1.1.13 Due Date - The last day for payment. After such date, unpaid amounts become subject to a late payment charge.
- 1.1.14 End of Service Date - Date which is the last day (or portion of a day) in which Service is provided to Customer.
- 1.1.15 Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday
- 1.1.16 Holidays - Company's recognized holidays are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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SECTION 1 - Technical Terms and Abbreviations (Cont)

- 1.1.17 Intellectual Property Rights - All (i) copyrights, copyrightable works and neighboring rights; (ii) trademarks, service marks, trade dress, trade names, corporate names, logos, slogans (and all translations, adaptations, derivations and combinations of the foregoing), URLs and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) letters patent, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice), including, but not limited to, any reissues, continuations, continuations-in-part, divisions, or reexaminations thereof; (iv) registrations, applications and renewals of any of the foregoing; (v) trade secrets; (vi) know-how; and (vii) other intellectual property or industrial property rights throughout the universe and arising or recognized under the laws of any nation or by virtue of any international or bilateral conventions or treaties.
- 1.1.18 Interexchange Carrier "IXC" - a utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state. A local exchange utility that provides exchange service may also be considered an Interexchange Carrier.
- 1.1.19 Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.
- 1.1.20 LATA - Local Access Transport Area
- 1.1.21 Local Exchange Carrier "LEC"- a carrier providing telephone exchange services or services within a local calling area.

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SECTION 1 - Technical Terms and Abbreviations (Cont)

- 1.1.22 Local Access Transport Area ("LATA") - a geographical area established by the U.S. District Court for the district of Columbia in civil Action No. 820192.
- 1.1.23 Normal Business Hours - 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays.
- 1.1.24 Services - all Services described and provided under this Tariff.
- 1.1.25 Service Order- The initial standard order form describing the Services that Company has agreed to provide and Customer has agreed to purchase and the terms thereof, as set out in the Agreements.
- 1.1.26 Tariff - This tariff for resold local and interexchange Services as filed with the FPSC.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1. Company requires an Agreement with the Customer prior to providing service.

2.1.2. The Company's installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff and the Agreements executed. Agreements will not be inconsistent with the Tariff.

2.1.3. The Company's services and facilities are provided on a long-term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities and/or equipment and provisions of this tariff.

2.2.2 The Company's reserves the right to discontinue furnishing Services, or limit the use of Services necessitated by conditions beyond its control or when the Customer is using Service in violation of the law or the provisions of this Tariff.

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SECTION 2 - RULES AND REGULATIONS continued

2.2 Limitations (Cont.)

2.2.3. All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities.

2.2.4. Services provided under this tariff may not be resold.

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

2.3 Limitations on Liabilities of the Company

2.3.1. Customer's sole remedy for any damages, claims or causes of action arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be the credits to the Customer provided in Section 2.5***. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, or punitive damages, claims or suits ("Claims") from any and all causes of action of any kind, including, without limitation, loss of data, goodwill, use or business, or lost profits, or interruption of Service arising out of any defects in the Services, or interruption of the Services or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever.

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SECTION 2 - RULES AND REGULATIONS continued

2.3 Limitations on Liabilities of the Company (Cont)

2.3.2. The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damages), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.3.3. The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.3.4. Customer shall indemnify and defend Company and its partners, officers, directors, owners, employees, representatives, affiliates and agents against all claims arising out of any act or omission of the Customer in connection with any service provided by the Company. Customer shall indemnify and defend Company and its partners, officers, directors, owners, employees, representatives, affiliates and agents against all liability, loss, damage, and expense, including reasonable attorneys' fees and amounts paid in settlement, resulting from or arising out of any claim, suit, action or proceeding brought against Company as a result of (a) its breach of any provision of the Agreement, (b) any injury to or death of any person, including injury to or death of their employees, or loss of or damage of tangible real or tangible personal property caused by Customer or its agents, employees, subcontractors or assignees or Authorized Users (the "Indemnitor"), (c) damages caused by but only to the extent that such liability, loss, damage or expense was

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SECTION 2 - RULES AND REGULATIONS continued

2.3 Limitations on Liabilities of the Company (Cont)

proximately caused by willful misconduct or violation of law on the part of the Indemnitor, or (d) liability from and to third parties arising out of any claim of infringement or violation of any United States Intellectual Property Right or other tangible or intangible property rights of any kind, relating to or resulting from the use, offering, transmission or receipt by Customer of Content transmitted or accessed by means of the Service, or resulting from Customer's modifying or combining the Services provided under the Agreement with any other services or products of other carriers.

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

2.3.6. To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.

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SECTION 2 - RULES AND REGULATIONS continued

2.3. Limitations on Liabilities of the Company (Cont)

- 2.3.7. The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.3.8. The Company shall not be liable for any damages, including charges for Services that may be accrued to Customer's account. The Customer shall be fully liable for all such usage charges.
- 2.3.9. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, REGARDING SUITABILITY, DURABILITY, OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.
- 2.3.10. The Company shall not be liable for and the Customer indemnifies and holds the Company harmless from and against any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of any person or persons, and for any loss, damage, defacement or destruction of the premises, of the Customer or any other property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the equipment or wiring provided by the Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's gross negligence.
- 2.3.11. Further, the Customer indemnifies and holds harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities

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SECTION 2 - RULES AND REGULATIONS continued

2.3. Limitations on Liabilities of the Company (Cont)

of the Company or the use thereof by the Customer, against claims for infringement of patents or copyrights arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer or any Authorized User in connection with the services or facilities provided by the Company.

2.3.12. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

2.4. Customer Responsibilities

2.4.1. Use of the Services

Customer shall not offer, use or suffer or permit the use of any of the Services in a manner that is fraudulent, abusive, illegal or inconsistent with the provisions of the Agreement or the Tariff.

2.4.2. Compliance with Governmental Requirements

Customer shall not use or suffer or permit the use of the Service (i) for transmission of any Content or (ii) in connection with other services or facilities, which by their promotion or use may result in violation of any Government statute or regulation, or interference with others hosted on or using the same Services.

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SECTION 2 - RULES AND REGULATIONS continued

2.5. Credit Allowance

2.5.1. Credit Allowances for Service Interruption will be applicable only when failure is caused by or occurs in Services provided by Company. Credit Allowances for Service Interruption starts when Company becomes aware of the Service Interruption and ceases when the Services have been restored. Credit Allowances will be given only for those Services in which Service Interruption has actually occurred.

2.5.2. No credit allowances will be made for Service Interruptions:

2.5.2.A. resulting from Company performing routine maintenance;

2.5.2.B. resulting from implementation of a Customer order for a change in the service;

2.5.2.C. caused by the negligence of the Customer or Authorized Users;

2.5.2.D. due to Customer or Authorized User provided facilities

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SECTION 2 - RULES AND REGULATIONS continued

2.5. Credit Allowance (Cont)

2.5.3. Calculation of Credit Allowance

2.5.3.A. Pursuant to limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

2.5.3.A.1. A Credit Allowance will be given in the amount of 1/30th of the Monthly Service Charge for each line for each day in which the Service has been Interrupted for each period of two hours or more.

2.5.3.A.2. No credit shall be allowed for an interruption of less than two hours.

2.6. Customer-Requested Changes to Services

2.6.1. Change Order Process

Customer may request changes to Services through the Service Order Process. Customer requests, when Accepted by Company as described below, become Service Orders. Subject to minimum lines and term length requirements, Customer may make requests to add, substitute, or delete Services. Upon Acceptance of the Customer request by Company in the way explained in this Section, the Customer Request becomes a Service Order. The New Service Order becomes an amendment to the Agreement. Company's Acceptance of a request will occur after all of the following occur (i) Company makes no modifications to the request, (ii) Company has confirmed availability and the time frame and (iii) Company notifies Customer of Acceptance or starts to implement the request in full. Company may respond to Customer request with a modification (i) substituting Services or of similar

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SECTION 2 - RULES AND REGULATIONS continued

2.6. Customer-Requested Changes to Services (Cont)

functionality and costs, or (ii) modifying delivery or Service commencement date. In the event that Company modifies Customer's request, Company will notify Customer of its modifications. Within five days after Company notifies Customer of the changes, Customer must notify Company if it wishes to reject the modified request. On the sixth day after notice of the modification, the Customer request, as Company has amended it, will become the Service Order.

2.6.2. Cancellation By Customer Prior to Delivery of Services.

Subject to minimum Service number of line and term requirements, Customer may request cancellations of Services prior to delivery. However, Customer shall remain responsible for all reasonable costs incurred or accrued by Company in ordering, provisioning and implementing the Service Orders prior to cancellation.

2.6.3. Cancellation By Customer Prior to Expiration of Term.

If prior to completion of the term a Customer defaults by reducing any element of the Service below the volumes stated in the Agreement, Customer shall pay the Company the following sums which shall become due and owing as of the effective date of cancellation or termination and be payable within thirty (30) days:

2.6.3.1. All costs, fees and expenses reasonably expended by the Company to establish service to the Customer, and

2.6.3.2. All recurring charges specified in the applicable Service Agreement and Tariff for the then current terms, including any charges relating to volume commitments specified therein.

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SECTION 2 - RULES AND REGULATIONS continued

2.7. Disconnection of Service by Company

The Company, upon 5 working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.7.1. Non-payment of any sum due to carrier for regulated service for more than 25 days beyond the date of rendition of the bill for such service.
- 2.7.2. A violation of any regulation governing the service under this tariff.
- 2.7.3. A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.7.4. The company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.
- 2.7.5. Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

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SECTION 2 - RULES AND REGULATIONS continued

2.8. Deposits

The Company may require a deposit from Customer if Company has reason to believe that Customer may not be able or willing to pay future bills. A deposit equal to two months' average billings may be collected and credited to the last invoice after termination or discontinuance of service.

2.9. Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company 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.

2.10. Taxes

Customer is responsible for payment of all applicable federal state and local taxes and surcharges which will be listed separate from the Services, including, without limitation, sales, use rental, gross revenue, gross receipts, excise, personal property taxes, and communications and other surcharges.

2.11. Billing of Calls

Payment is due within 25 days after the date of the bill.

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SECTION 2 - RULES AND REGULATIONS continued

2.11. Billing of Calls (Cont)

- 2.11.1. Monthly charges will be billed in advance. Charges based on actual usage during a month will be billed monthly in arrears.
- 2.11.2. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- 2.11.3. Customers failing to pay a bill for services by the due date will be charged a recurring late payment penalty of 1.5% per annum on the amount owed for such Services. Any payment received by the Customer will first be applied to the earliest bill for services rendered.
- 2.11.4. In the event that the Company incurs fees or expenses, including reasonable attorney's fees, collecting or attempting to collect any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Rates and Charges

3.1.1. Interexchange Call Charges

Interexchange Call charges are based upon the total number of minutes of each Call that the Customer makes, the time of day during which the call is made, and the coordinates of the termination point of the call.

3.1.2. Timing of Calls

Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

3.1.3. Billing Increments

The minimum Call duration for billing purposes is 1 minute for a connected Call. Calls of longer duration than 1 minute are billed in 1 minute increments.

3.1.4. Rounding

Billing will be rounded up to the next highest billing increment for each call.

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.2. Start of Billing

Billing for Monthly Services and for Calls starts on the first day on which Service is actually provided to the Customer. Billing ends on the End of Service Date. Monthly Services will be prorated at the beginning and end of the Customer contract, to account for the portion of the month that the Services were provided.

3.3. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are defined by AT&T in its FCC Tariff No. 10.

Formula:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.4. Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.5. Service Offerings

Brief Summary of Services: Company provides Interexchange Service between points located in different telephone exchanges within the State of Florida. Service is provided to Customers for transmission of voice, data, and other types of telecommunications within the State of Florida.

Company also provides Installation of service, and additional services such as Directory Assistance, Operator Services, E-911 service, Dial access to statewide telephone relay service, and inbound 800 services. The Company provides Custom Calling Features that are equivalent to call waiting, call forwarding, 3-way calling, speed dialing, caller identification, message waiting light, repeat dialing, and call hold. In addition, the Company provides Calling Card Service.

3.5.1. Interexchange Usage Service

Interexchange Service provides direct dialed calling to points located in different telephone exchanges within the state of Florida.

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3.5.2. Installation and Activation

Installation Charges will be assessed for the installation and activation of new lines. The amount may vary depending on the length of the Customer's contractual commitment and whether facilities are in place at the time service is initiated.

3.5.3. Custom Calling Features

Customer calling features are available as part of a bundled package for each line. These features are provided by the station equipment and are equivalent to the following services:

Call waiting
Call forwarding
3-way calling
Speed dialing
Caller Identification
Message waiting light
Repeat dialing
Distinctive ring
Call hold

3.5.4. Monthly Service

A recurring Monthly Service Charge is assessed monthly in advance for each line in Service.

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.5.5. Calling Card Service

Calling Card Service is offered to customers who subscribe to the RGT Utilities of Florida, Inc. Interexchange Service. Customers using the Carrier's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges.

3.5.6. Operator Services

Operator Services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Operator Services are provided by the Company's underlying carriers certified to provide such service in the State of Florida, including Sprint, AT&T and SBC.

3.5.7. Inbound 8YY Service

3.5.7.1. Inbound 8YY Service is virtual banded inbound toll service which permits calls to be completed at the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the Customer's location. Inbound 8YY Service originates via normal shared use facilities and are terminated via the Customer's local exchange service access line.

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.5.7.2. Company will accept a prospective Inbound 8YY service Customer's request for up to ten (10) 8YY telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for 8YY number reservations must be made in writing, dated and signed by a responsible representative of the Customer. Company does not guarantee the availability of number(s) until assigned. The 8YY services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible Customer. If a Customer who has received a number does not subscribe to Inbound 8YY service within 90 days, the company reserves the right to make the assigned number available for use by another Customer.

3.5.8. Directory Assistance

Customers will be connected to the underlying Incumbent Local Exchange Service carrier's directory assistance.

3.5.9. Directory Listing

Customers will be provided with directory listing service, one free and additional listings at the price specified herein.

3.5.10. E-911 Service

Customers will be connected to the underlying Incumbent Local Exchange Service carrier's E-911 Services.

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.5.11. Telephone Relay Service

Telecommunications relay services will connect such Customer calls to carriers that provide such service.

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SECTION 4 - RATES

4.1. Interexchange Usage Service *****

4.1.1. Usage Rates

Interexchange Rates Per Minute	Miles	Period 1	Period 2	Period 3
	0-10	.2220	.1680	.1020
	11-22	.3120	.2220	.1560
	23-55	.3120	.2280	.1800
	56-124	.3120	.2280	.1860
	125-292	.3120	.2280	.1860
	293-430	.3180	.2280	.1860
	431-99999	.3180	.2280	.2040

4.1.2. Determining Applicable Rate in Effect

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute

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SECTION 4 - RATES continued

4.2. Installation and Activation

Charges will be assessed for the installation and activation of new lines. The amount may vary depending on the length of the Customer's contractual commitment and whether facilities are in place at the time service is initiated.

4.3. Monthly Service Charge

\$10.69 per line

Service for partial months will be prorated as described in Section 3.2.

4.4. Calling Card Service ****

Rate per minute - \$0.3635

4.5. Operator Services

Customers will be billed at the underlying carriers' rates without markup.

4.5. Inbound 8YY Service ***

Minimum charge \$20.00 per line per month - includes 100 minutes Each additional minute - \$0.19.

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SECTION 4 - RATES continued

4.6. Directory Assistance

Directory Assistance Charge Per Call: \$0.45

4.7. Directory Listing

Customers will be provided with one free directory listing. Additional listings are available at a charge of \$.50 per listing.

4.8. Special Rates For The Handicapped

4.8.1. Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving an individual with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle. Customer shall advise Company in advance that the line is dedicated for the use of an individual with disabilities.

4.8.2. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

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SECTION 4 - RATES continued

4.8.3. Telecommunications Relay Service

For intrastate toll 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 nonrelay 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 nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

4.9. Return Check Charges

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

4.10. Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

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SECTION 4 - RATES continued

4.8 Special Promotions

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates, and be made part of this tariff.

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