# ORIGINAL 04 1462-TI

K.D. Ward Chase Communications P.O. Box 46671 Tampa, FL 33647 RECEIVED-FPSC C4 DEC 30 AN IO: 25 COMMISSION CLERK

Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399

December 28, 2004

**RE: FLORIDA IXC REGISTRATION** 

Good Day -

The enclosed materials are being provided to adhere to the Florida Public Service Commission's requirements applicable to Interexchange Telecommunications Co. (IXC) registration within the State of Florida.

The NTI Corporation DBA Chase Communications plans to operate within Florida as an IXC Switchless Rebiller. Pursuant to Section 364.02(13), Florida Statutes, we are hereby submitting our current contact information on the enclosed original IXC Registration Form and also providing an original Florida Tariff to the Commission.

We have included an additional copy of both this letter and each required item so that they can be marked, file-stamped, by your staff and returned to us in the postage-paid envelope.

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Thank you for your assistance.

Sincerely,

President

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#### IXC REGISTRATION FORM

Company Name: The NTI Corporation DBA Chase Communications

Florida Secretary of State Registration No.: Document # P03000069740

Fictitious Name(s) as filed at Fla. Sec. of State: Chase Communications (G04054900089)

Company Mailing Name: Chase Communications

Mailing Address: P.O. Box 46671, Tampa, FL 33647

Web Address: www.Chase-NTI.com

E-mail Address: ChaseComm@Chase-NTI.com

Physical Address: 4949 E. SR 64, Bradenton, FL 34208

Company Liaison: K.D. Ward

Title: President

Phone: 1.866.755.2427

Fax: 1.866.489.2427

E-mail address: ChaseComm@Chase-NTI.com

Consumer Liaison to PSC: Same

Title: Same Address: Same Phone: Same Fax: Same

E-mail address: Same

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

Signature of Company Representative:

Printed/Typed Name of Representative:

Date: December 28, 2004

K.D. Ward

DOCUMENT NUMBER-DATE

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#### TITLE SHEET

## FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for telecommunications services provided by The NTI Corporation DBA Chase Communications with principal offices at P.O. Box 46671, Tampa, FL 33647. 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.

By:

# **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 sheets(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
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

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By:

# **TABLE OF CONTENTS**

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Tariff Format Sheets	5
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Section 2 - Rules and Regulations	7
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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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#### 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 comer of each page. These numbers are used to determine the most current sheet version on file with 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.

```
2.1.
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).
```

**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. An asterisk designates all revisions made in a given filing (\*). 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 I - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement that connects the customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Company or Carrier - The NTI Corporation DBA Chase Communications

Customer - the person, firm, corporation or other entity that orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 am up to but not including 5:00 pm local time Sunday through Friday.

Evening - From 5:00 pm up to but not including 11:00 pm local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

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.

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#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer-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 provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3 The Company directly controls all facilities provided under this tariff and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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#### 2.2 Limitations (Con't)

2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

#### 2.3 Liabilities of the Company

- 2.3.1. The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.
- 2.3.2 The Company shall be indemnified and held harmless by the customer against:
  - (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
  - (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

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## 2.4 Interruption of Service

- 2.4.1 Credit allowances for the interruption of services which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.4.2 No credit shall be allowed for an interruption of a continuous duration of less that twenty-four hours after the subscriber notifies the Company.
- 2.4.3 The customer shall be credited for an interruption of more than twenty-four as follows:

Credit Formula:

Credit =  $A/720 \times C$ 

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

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### 2.5 Disconnection of Service by Carrier

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:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 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 25-4.1 13, F.A.C., Refusal or Discontinuance of Service by Company.
- 2.5.5 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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#### 2.6 Deposits

The Company does not require a deposit from the customer.

#### 2.7 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.

#### 2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales taxes, municipal utilities tax) are listed on customer bills as separate line items and are not included in the quoted rates.

#### 2.9 Billing of Calls

All charges due by the Subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges authorized should be promptly reported to the Company. Adjustments to customer bills shall be made to the extent that records are available and / or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

By:

## **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3. 1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when two way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

#### 3.1.2 Billing increments

The minimum call duration for billing purposes is six seconds for a connected call and calls beyond six seconds are billed in six-second increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3. 1 .4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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#### **SECTION 3 - DESCRIPTION OF SERVICE continued**

#### 3.2 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 that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

The square root of:

#### 3.3 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

#### 3.4 Service Offerings

3.4.1 Chase Communications' Long Distance Service

Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from pre-subscribed, dedicated or shared use access lines. Calls are billed in one-minute increments. No monthly recurring charges or minimum monthly billing requirements apply.

3.4.2 Chase Communications' Toll Free (Inbound) Long Distance Service

Toll Free (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound toll free calling at a single per minute rate. Service is provided from pre-subscribed, dedicated or shared use access lines. Calls are billed in six-second increments, with a six-second minimum call duration. No monthly recurring charges or minimum monthly billing requirements apply.

3.4.3 Chase Communications' Calling Card Service

Calling Card Service is a calling card service offered to residential and business customers who subscribe to the Long Distance Service calling plan. Customers using the Carriers calling card service access the service by dialing a toll free number followed by an account identification number and the # 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-minute increments after the initial minimum period of one minute. There are no non-recurring or monthly recurring charges.

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# **SECTION 3 - DESCRIPTION OF SERVICE continued**

# 3.4.4 Operator Services

Do not plan to provide operator services.

# 3.4.4.A Operator Dialed Surcharge

Not applicable

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By:

## **SECTION 4 – RATES**

#### 4.1 Chase Communications' Long Distance Service

Rate Per Minute - \$0.07 Plan is billed in six-second increments with a six-second minimum.

# 4.2 Chase Communications' Toll Free (Inbound') Long: Distance Service

Rate per minute - \$0.10 Plan is billed in six-second increments with a six-second minimum.

#### 4.3 Chase Communications' Calling Card Service

Rate per minute - \$0.10 Plan is billed in full minute increments.

## 4.4 Operator Services (For pre-subscribed customers)

4.4.1 Usage Rates:

Not Applicable

4.4.2 Operator Charges:

Not Applicable

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By:

# **SECTION 4 - RATES continued**

## 4.5 Determining Applicable Rate in Effect

Rates are not "Time of Day" sensitive. That is, all rates are "Flat" rated.

#### 4.6 Payment of Calls

#### 4.6.1 Late Payment Charges

A late payment fee of \$29 per month will be assessed on all payments postmarked after the due date.

A 2% interest charge will be applied to all unpaid balances past the due date.

# 4.6.2 Return Check Charges

A return check charge of \$50.00 will be assessed for checks returned for insufficient funds.

# 4.7 Restoration of Service

A reconnection fee of \$50.00 per occurrence is charged when service is reestablished for customers who had been disconnected for non-payment.

By:

#### **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.

#### 4.9 Special Rates For The Handicapped

#### 4.9.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.9.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be a "Flat" rate.

# 4.9.3 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% off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60% off of the otherwise applicable rate for a voice non-relay 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.

ISSUED:		EFFECTIVE:
By:	K.D. Ward, President	

P.O. Box 46671 Tampa, FL 33647