# RESEARCH AND DEVELOPMENT GROUP, INC.

2240 Woolbright Road, Suite 340 Boynton Beach, FL 33426 Ph. 407-374-6133 • Fax 407-369-6199

940497-TI

April 15, 1996

Steve Tribble
Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, Florida 32399-0850

Dear Mr. Tribble:

Enclosed please find twelve copies of Star Telephone & Telegraph's proposed tariff to be filed with the FPSC and a non-refundable application fee of \$250,00.

The purpose of this filing is to adhere to the guidelines setforth by the FPSC and remain in full compliance.

Sincerely,

Eric Mostrom President

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# RESEARCH AND DEVELOPMENT GROUP, INC.

2240 Woolbright Road, Suite 340 Boynton Beach, FL 33426 Ph. 407-374-6133 • Fax 407-369-6199 Jar HINIGH OI OHTALLAMAL

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Eric Mostrom

President

BOYNTON BEACH, FL 33426

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## TITLE SHEET FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service(s) and facilities for telecommunications services provided by Star Telephone & Telegraph, Inc. with principal offices at 2240 Woolbright RD. Suite 340, Boynton Beach, FL 333426 This tariff applies for service 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.

	Effective:	
ssued:	Effective.	

By:

## CHECK SHEET

Sheets I through 22 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 on the bottom on this page.

SHEET	REVISION
1	Original
1.1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original

<sup>\*</sup> Indicates new or revised sheet with this filing.

Issued:		Effective:	

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## SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D Delete or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved From Another Tariff Location
- N New

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- 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. <u>Sheet Numbering</u> Sheet numbers appear in the upper right 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 sleets already in effect, a decimal is added. For example, a new sheet added between sheet 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 Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C . <u>Paragraph Numbering Sequence</u> There are nine levels of paragraphs coding. Each level of coding is subservient to its next higher level:

D. <u>Check Sheets</u> - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet list 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

Access Line - An arrangement which connects the customer's location to a Star Telephone & Telegraph, Inc. network switching center.

ANI - This abbreviation stands for Automatic Number Identification which will include all telephone numbers that are part of the main billing telephone number of an account

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.

Calling Card - A feature that allows a customer to access off premise a remote location.

Company or Carrier - Star Telephone & Telegraph, Inc.

Customer - The person, firm corporation or other entity which orders service and 15 responsibility for payment of charges due and compliance with The Company's tariff regulations.

Day - From 8:00 AM to, but not including 5:00 PM Monday through Friday.

Evening - From 5:00 PM to, but not including 11:00 PM Monday through Friday and 5:00 PM to, but not including 11:00 PM Sunday.

Night - From 11:00 PM to, but not including 8:00 AM Monday through Friday, all day Saturday, and Sunday form 8:00 AM to, but not including 5:00 PM and 11:00 PM to, but not including 8:00 AM Monday. For New Year's Day (January 1), Independence Day (July 4), Labor Day; Thanksgiving Day, and Christmas Day (December 25) the Evening Rate applies.

NPA - This refers to the area code of a telephone number

NXX - This refers to the exchange of the telephone number with 15 the three digit numerical value that precedes the NPA

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## 2.1 Undertaking of Star Telephone & Telegraph.Inc.

Star Telephone & Telegraph, Inc. services and facilities are furnished for communications originating at specified points within the State Florida under terms of this Tariff.

The Company contracts out to other carriers such as but not limited to AT&T, Sprint, MCI etc. to install, operate, and maintain the communication services provided hereunder 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 entities when authorized by the customer, to allow connection of a customer's location to the 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 a week.

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2.2	Limitation	
	2.2.1	Service Is offered subject to the availability of facilities and the provisions of this tariff.
	2.2.2	The Company reserves the right to discontinue furnishing services, 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 provision of this tariff.
	2.2.3	All facilities provided under this Tariff are directly controlled by the leasing carrier such as but not limited to AT&T, Sprint, MCI 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 user or location or the service or facilities.
	2.2.4	Prior written permission from The Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
Issued By:	d:	Effective: Eric Mostrom, President
		2240 Woolbright Rd. Suite 340 Boynton Beach, Florida 33426

## 2.3 Liabilities of The Company

- 2.3.1. The Companies liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course or furnishing service or facilities, 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.
- 2.3.2. The Company shall be 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 or leased services.
  - (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by Norcom, Inc.

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## 2.4 Interruption of Service

- 2.4.1 Credit allowance for the interruption of service Is not due to The Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be obligation of the customer to notify The Company immediately of any interruption in service 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 within his control, or is not in wiring or equipment, if any, furnished by the customer and connected to The Company's facility.
- 2.4.2 For purposes of credit computation, every month shall be considered to have 731 hours.
- 2.4.3 No credit shall be allowed for an interruption of two hours or more at the rate of 1/731th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

Credit = 
$$\underline{A} \times B$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

#### 2 5 Restoration of Service

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

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## 2.6 Billing

- 2.6.1. For service provided by The Company, bills that the customer will receive will be provided and prepared for by The Company. All monthly invoice payments will be remitted to The Company at the address specified on the remittance portion of the bill. If the customer(s) payment Is not received within ten days from receipt of the invoice a 1.5% interest rate will be retroactive to the first day of the delinquency. All bills are payable upon receipt. After sixty days of non payment a customer's service may with five days written notice be canceled or terminated except in extreme cases. The Company reserves the right to discontinue billing and directly and provide billing by a billing center.
- 2.6.2 Customers that feel refunds or credits are due on specific calls placed through the Companies network, will contact the billing center by an 800 toll free number provided on the bill. The Company at its discretion will review the customers credit request. If such credit is to be issued it will be at the discretion of The Company based upon policy and procedure. All other future services that The Company provides will be detailed as to how refunds will be credited.

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## 2.7 Responsibilities of Customers

- 2.7.1. It is the responsibility of the customer to notify The Company in the event that the customer is adding additional telephone lines. The Company upon written notification of said additions (ANI'S) will process the appropriate work in its best efforts for activation of service on these lines.
  - 2.7.1 .A. In the event that loss of service occurs, it is the responsibility of the customer to notify The Company immediately. Customer will indicate which telephone lines long distance service Is not accessible. The Company will use its best efforts to cestablish service at the specified location(s).
- 2.7.2. The customer understands that all bills received regarding service provided through The Company will be paid upon receipt. If said bill is not paid within sixty day of the invoice date, the customer understands and agrees that if collection of said customer is required, the customer Is subject to a service charge and all legal fees attributed to collecting said account.
  - 2.7.2.A. The Company reserves the right to attach a Collection Service Fee for non payment of the past due invoice after sixty days. This fee would be attached if a payment arrangement was not established and the account entered into collection.

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## 2.7 Responsibilities of Customers (Cont.)

2.7.2.A. (Cont.)

50 % on \$ 310 or less

\$100 on \$311 to \$400

25% on first \$3000

31% on \$3,001 to \$15,000

15% on amount over \$15,000

- 2.7.3 If the customer or responsible party fails to pay for the service rendered and enters into collection, and all attempts fail to recover the past due amount, the Company reserves the right to bring litigation forth. If litigation is instituted and The Company prevails the customer or responsible party will be responsible for reasonable attorney fees and court costs.
- 2.7.4 Upon termination or cancellation of service through The Company, it is the responsibility of the customer to contact their local exchange carrier for long distance service access. It is not the responsibility of Company to provide access to other carriers.

### 2.8 Maintenance

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Under the Companies service plans all switching equipment and hardware that is responsible for transmission of service to the customer will be maintained by the leased long distance carrier. The customer understands that The Company reserves the right to have alternative maintenance contracts with other providers and vendors to maintain the network equipment.

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#### 2.9 Deposits

The Company does not require a deposit from the customer.

#### 2.10 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 estimate 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.

## 2.11 Taxes

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

## 2.12 Employee Concessions

The Company does not provide any employee concession for either active or retired employees.

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## SECTION 3 - DESCRIPTION OF SERVICE

## 3.1 Timing of Calls

The customer's long distance usage charge Is based on the actual usage of the service provided by Usage begins when the called party picks up the receiver. 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 either the called or calling party hangs up.

## 3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the origination and termination 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 and associated vertical and horizontal coordinates that are produced by Bell Communications Research in their NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

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### SECTION 3 - DESCRIPTION OF SERVICE

## 3.2 Calculation of Distance (Cont.)

EXAMPLE:	Distance between Ma	iami and New York City -
	<u>v</u>	Н
Miami	8,351	529
New York	4,997	1,406
Difference	3,354	-879

Square and add: 11,249,316 + 772,641 = 12,021,196

Divide by 10 and round: 12,021,597 / 10 = 1,312,195.70

Take square root and round: 1,312,196 = 1,9096.4 = 1,097 miles

## 3.3 Minimum Call Completion Rate

A customer can expect a call completion rate of 97% (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all FG D services ("1+" dialing).

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## 3.4 Service Offerings

### 3.4.1. Switched

This service applies to calls between two on-network stations which use local exchange service access lines or between an on-network station which uses a local exchange service access line and an off-network station in Florida.

#### 3.4.2 Dedicated

This service applies to calls between two on-network stations which use a special access and either an on-network station that uses a local exchange service access lines or between an off-network station in Florida.

Dedicated circuits may be provided and billed by the local exchange company (LEC). Dedicated access channels may be purchased form carriers other than the LEC only in accordance with the FPSC rules or if the special access channel is jurisdictionally interstate. Charges for the dedicated access channel are determined by the access provider.

## 3.4.3 Calling Card

This service allows the customer to call an toll free 800 Number to gain access to The Company's network from anywhere within the continental United States. Once the customer is inside the network a series of tone prompts will direct the customer as how the call will be completed. Rates are derived using the Schedule referenced in 4.3.

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## SECTION 3 - DESCRIPTION OF SERVICE

- 3.4 Service Offerings (Cont.)
  - 3.4.4. Authorization Codes

The following feature offers different levels of security for Customers calling by requiring network users to input predefined codes before the call is processed.


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## 4.1 Switched

Switched One Plus Service is designed as a flat rate, direct access, inter/intrastate service for the customer with an average monthly long distance usage of less than \$3,000.00. All rates will be calculated using Schedule A.

### Schedule A

Initial 30 Seconds or Fraction			Each Additional 6 Seconds or Fraction				
Rate Mileage	Day	Eve	Ngt	Day	Eve	Ngt	
0-925	\$0.095	\$0.085	\$0. 085	\$0.019	\$0.017	\$0.017	

The charges for all calls during a billing month will be totaled. If the total charge includes a fraction of a cent, the fraction is rounded down to the next whole cent (i.e., \$4,101.356 would be rounded down to \$4,101,35).

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## 4.2 Dedicated

Dedicated service is designed as a flat rate, direct access, inter/intrast ite service for the customer with an average minimum monthly long distance usage of more than \$3,000.00. All rates will be calculated using Schedule B.

#### Schedule B

	nitial 0 Seconds or	Fraction	Each Ad 6 Second	ditional s or Fractio	<u>n</u>
Rate Mileage I	Day Eve	Ngt	Day	Eve	Ngt
0-925 \$0	0.065 \$0.055	\$0.055	\$0.013	\$0.011	\$0.011

The charges for all calls during a billing month will be totaled. If the total charge includes a fraction of a cent, the fraction is rounded down to the next whole cent (i.e., \$4,101.356 would be rounded down to \$4,101,35).

## 4.3 Calling Card

## DOMESTIC CALLS

- Per call terminated
- Surcharge \$0.25 per call

Calling Card Connect Service is designed as a flat rate, inter/intrastate service

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	Boynton Beach, Florida 33426	

## 4.3 Calling Card (Cont.)

Each Additional Initial 6 Seconds or Fraction 18 Seconds or Fraction Rate Eve Net Net Day Mileage Day Eve \$0.025 \$0.025 \$0.025 \$0.1250 \$0.1250 0-925 \$0.1250

## 4.4 Time of Day Rate Period

Day, Evening and night/weekend rates for the following products based on the following chart.

Switched Dedicated Calling Card Connect

MON TUES WED THU FRI SAT SUN

8:00 AM TO5:00 PM \* DAYTIME RATE PERIOD EVE

5:00 PM TO11:00 PM \* EVENING RATE PERIOD EVE

11:00 PM to 8:00 AM\* NIGHT/WEEKEND RATE PERIOD EVE

\*to, but not including

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## 4.4 Time of Day Rate Period (Cont.)

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate effect in that boundary for each portion of the call.

## 4.5 Special Promotions

The Company will, from time to time, offer special promotions to its customers waving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

#### 4.6 Exemptions and Special Rates

A Telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certifying 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 evening rate during business day hours and the night/weekend rate during the evening rate period. Discounts do not apply to surcharge or per call addon charges for operator services when the call is placed by a method that would normally incur the surcharge.

#### 4.7 Emergency Calls

The fowlling calls are exempt from all charges: Emergency calls to recognized authorized civil agencies including police, fire, ambulance, bomb squad and poison control.

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Boynton Beach, Florida 33064

## 4.7 Emergency Call Exemptions (Cont.)

The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billing Customer within thirty (30) days of billing.

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By: Fric Mostrom, President

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2240 Woolbright Road, Suite 340 Boynton Beach, FL 33426 Ph. 407-374-6133 • Fax 407-369-6199

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Eric Mostrom President

> GREATER NORTHWEST RESEARCH & DEVELOPMENT GROUP, INC. 2240 W. WOOLBRIGHT RD., STE. 340

BOYNTON BEACH, FL 33476

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## RESEARCH AND DEVELOPMENT GROUP, INC.

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April 15, 1996

Steve Tribble
Florida Public Service Commission
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101 East Gaines Street
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