

030951-77

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COMMUNICATIONS SERVICES



## REGNUM GROUP, INC.

### **Regulatory & Communications Consultants**

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Tel: (305) 468-1645 Fax: (305) 468-8509

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September 25, 2003

Florida Public Service Commission  
Division of Telecommunications  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

Re: TM Telcomm Corp. (IXC Application)

To Whom It May Concern:

Enclosed please find an original and one (1) copy of TM Telcomm Corp.'s filing for a Certificate of Authority to Provide Interexchange Telecommunications Services as well as the initial interexchange tariff.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to Matthew Schulman or Don Johnston at 305-468-1645 or emailed to reg@regnumgroup.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Schulman".

Matthew Schulman  
Regulatory Consultant

dj/ms  
Enclosure

*Original Tariff sent to CWP.*

DOCUMENT NUMBER: 030951-77

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FPSC-COMMISSION CLERK

**IXC REGISTRATION FORM**

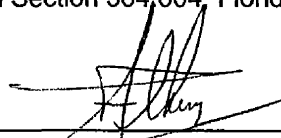
Company Name TM Telcomm Corp.  
Florida Secretary of State Registration No. P01000023054  
Fictitious Name(s) as filed at Fla. Sec. of State N/A

Company Mailing Name TM Telcomm Corp.  
Mailing Address 3508 N.W. 114<sup>th</sup> Ave Miami, FL 33178  
Web Address www.tmtelcomm.com  
E-mail Address support@tmtelcomm.com  
Physical Address 3508 N.W. 114<sup>th</sup> Ave Miami, FL 33178

Company Liaison Frank Cheng  
Title Vice President  
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Consumer Liaison Victoria Arguello  
Title Customer Service Manager  
Address 3508 N.W. 114<sup>th</sup> Ave Miami, FL 33178  
Phone 305-471-8467 ext.116  
Fax 305-471-9011  
E-mail address victoria@tmtelcomm.com

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.

 AS V.P.  
\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Frank Cheng (Vice President)  
Printed/Typed Name of Representative

Date  
Effective: 07/15/2003

Interexchange Tariff

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TITLE SHEET

TM Telcomm Corp.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities of Long Distance Interexchange telecommunications services provided by TM Telcomm Corp. (TM Telcomm ) with principal offices at 3508 N.W. 114<sup>th</sup> Ave., Miami, Florida, 33178. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission (FL PSC), and copies may be inspected during normal business hours at the Company's principal place of business.

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

TM Telcomm Corp.  
3508 N.W. 114<sup>th</sup> Ave.  
Miami, FL 33334  
Phone: (305) 471-8467 Fax: (305) 471-9011

**Interexchange Tariff**

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**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.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
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Interexchange Tariff

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Interexchange Tariff

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SYMBOLS SHEET

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
- R - Change Resulting in a Reduction To A Customer Bill
- T - Change in Text or Regulation but No Change to Rate or Charge

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## Interexchange Tariff

## 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 FL PSC. For example, the 4th revised Sheet 14 cancels the 3<sup>rd</sup> revised sheet 14. Because of various suspension periods, deferrals, Etc., the FL PSC 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 FL PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on 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 FL PSC.

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**Interexchange Tariff**

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Definitions:**

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

**Application for Service** - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company/Carrier to provide the communications service as required.

**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.

**Authorized User** - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

**Cancellation of Order** - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

**Company or Carrier** - TM Telcomm Corp. (TM Telcomm)

**Completed Calls** - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue credit to the customer upon request.

**Customer** - The person, firm, corporation or other entity, which orders, service and is responsible by law for payment for communication service from the telephone utility.

**Customer Provided Equipment (CPE)** - Terminal equipment provided by the customer.

**Day Rate Period**- From 7:00 AM up to, and including, 6:59 PM local time at the originating terminal on Monday through Friday, excluding holidays.

**Demarcation Point (DEMARC)** - That point at which operational control or ownership of communications facilities changes from one organizational entity to another.

**Due Date** - The last day for payment without unpaid amounts being subject to a late payment charge.

**End User:** The ultimate user of a telecommunications service.

**Evening Rate Period** - From 7:00 PM up to 6:59 AM local time at the originating terminal, Monday through Friday and all day Saturday, Sunday and Holidays.

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Interexchange Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued

1.1 Definitions continued:

**FL PSC** – Florida Public Service Commission

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

**Holiday Rate Period** – The Evening Rate will apply to all calls made on Carrier recognize Holidays listed herein, provided Evening rates are included in the calling plan.

**Interconnection** - The linkage used to join two or more communications units, such as systems, networks, links, nodes, equipment, circuits, and devices.

**Measured Use Service** – The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier, by the customer, or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

**Meet-Me-Room** – Interconnection cross-connect room normally located within a Carrier Hotel. The exact location within the Carrier Hotel where connections between two or more common carriers or local exchange carriers individual terminal blocks on the two sides of a distribution frame, or between terminals on a terminal block are made thereby completing the interconnection.

**Message** - A completed telephone call by a customer or user.

**Normal Business Hours** – 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays.

**off-hook** - the condition that exists when an operational telephone instrument or other user instrument is in use.

**on-hook** - condition that exists when an operational telephone, or other user instrument, is not in use

**Point of Presence (POP)** - A physical location within a local access and transport area (LATA) at which an inter-LATA or interexchange carrier establishes itself for the purpose of obtaining LATA access and to which the local exchange carrier provides access services.

**Prepaid Account** - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

**Prepaid Calling Card** - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

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Interexchange Tariff

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued

1.1 Definitions continued

**Premises** – Where telecommunications service is provided from the DEMARC to the space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated by a public thoroughfare, a railroad right of way or a natural barrier.

**Telecom Unit** - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Florida.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications

**Terminal Equipment** – All telephone instruments, including pay telephone equipment, the common equipment of large or small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

**Terminal Room** – The location within a multi-dwelling unit (MDU) where the appropriate service provider demarcation points exist for coaxial cable, fiber or fixed wireless technologies, which are used for the provision(ing) of single line or multi-line telephone service within the MDU.

**Underlying Carrier** - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

**V & H Coordinates (V&H)** – ‘Vertical and Horizontal’ Coordinates used throughout the telecommunications industry, not only for determining distances between points, but also for designating the locations of switches, transmission facilities, and other items of telephone plant.

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Interexchange Tariff

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued**

**1.2 Abbreviations:**

**CPE** – Customer Provided Equipment (see Definitions page 6)

**DEMARC** – Point of Demarcation (see Definitions page 6)

**LATA** – Local Access Transport Area

**LEC** – Local Exchange Company

**MTS** – Message Toll Service

**PBX** – Private Branch Exchange

**POP** – Point of Presence (see Definitions page 7)

**SAL** – Special Access Line

**V & H** – Vertical and Horizontal (see Definitions page 8)

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company.**

The Company provides long distance interexchange telecommunications service to customers for their direct transmission of voice, data, and other types of telecommunications. The Company's telecommunication service and facilities are furnished for communications originating at specified points within the state of Florida under the terms of this tariff.

Communications originate when the customer accesses the Company directly or through the facilities of the local service carrier utilizing one or more access lines, equal access, or on a dial-up basis. 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 entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available (24) twenty-four hours per day, (7) seven days per week.

**2.2 Limitations on Service**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service, upon written notice, when 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 Title to any equipment provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.
- 2.2.4 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, 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.
- 2.2.5 Customers reselling or rebilling services must have a certificate of Public Convenience and Necessity as an Interexchange Telecommunications Services in compliance with the Rules of the FL PSC 25-24.4701.

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**Interexchange Tariff**

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**SECTION 2 - RULES AND REGULATIONS continued**

**2.3 Liabilities of the Company.**

- 2.3.1 The Company shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or any lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays, or defects, commencing upon activation of service and not exceeding an amount equivalent to the proportionate charge to the customer for a period of service during which the mistake, error, omission, interruption, delay or defect in transmission occurred.
- 2.3.2 The Company will indemnify the customer and hold it harmless for any loss, damage, liability or expense asserted against the customer by a third party on account of property damage or personal injury caused by the negligence or willful misconduct of the Company or its agents or representatives arising out of performance by the Company of any testing or other telecommunication service related activities inclusive of, at, on, or within the customer's premises, customer premises DEMARC, meet-me-room, POP, and/or main terminal room pursuant to this tariff. The Company's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by the Company.
- 2.3.3 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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ISSUED:

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Interexchange Tariff

SECTION 2 - RULES AND REGULATIONS continued

2.4 Interruption of Service

2.4.1 Credit Allowance

Credit Allowance for failure of service or equipment will be given when failure is caused or occurs in equipment or facilities owned, provided and billed for, by the Company.

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

2.4.2 Credit Allowance for Interruption of Service

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

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for each two hour period or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360<sup>th</sup> of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.

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**Interexchange Tariff**

**SECTION 2 - RULES AND REGULATIONS continued**

**2.5 Restoration of Service**

The use and restoration of service in emergencies shall be in accordance with the Part 64. Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority for such activities.

**2.6 Disconnection of Service by the Company**

The Company , upon and following (10) ten working days after the mailing of a certified letter to the customer delivered by U.S. Mail , may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2. 6. 1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2. 6. 2 A violation of any regulation governing the service under this tariff.
- 2. 6. 3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2. 6. 4 The Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- 2. 6. 5 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 Section 25-4.113, F.A.C., and FL PSC Rules Chapter 25-24.490 (1) Refusal or Discontinuance of Service by Company.
- 2. 6. 6 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.
- 2. 6. 7 Cancellation Credit

When the Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30<sup>th</sup> the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

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Interexchange Tariff

**SECTION 2 - RULES AND REGULATIONS continued**

**2.7 Customer Responsibility**

2.7.1 All customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

A. The customer is responsible for placing an order for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Company is also responsible for assuring that its users comply with regulations:

B. When placing an order service, the customer must provide:

1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
2. The name(s), telephone number(s), and address(es) of the customer contact person(s).

C, The customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:

1. The negligence or willful act of the customer or user.
2. Improper use of service.
3. Any use of equipment or service provided by others.

D. After receipt of payment for the damages, the Company will cooperate with the customer in prosecuting a claim against any third party causing damage.

2.7.2 Maintenance, Testing, and Adjustment

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

2.7.3 Deposits

Company does not require deposits.

ISSUED:

EFFECTIVE: \_\_\_\_\_

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**Interexchange Tariff**

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**SECTION 2 - RULES AND REGULATIONS continued****2.7 Customer Responsibility continued****2.7.4 Cancellation by Customer**

If a customer orders service requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company.

**2.7.5 Payment of Charges for Services**

- A. Service is provided and billed on a monthly basis.
- B. Payment is due upon receipt. Payment will be considered timely if paid within (20) twenty days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. 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 the complaint and/or claim procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month and will be billed one month in arrears.
- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rate.
- F. Customer will be charged a late payment penalty in the amount of one and one-half (1.5%) per month of the past-due amount and any charges associated with disconnection and reconnection of service.

**2.7.6 Application of Charges**

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

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**ISSUED:****EFFECTIVE:** \_\_\_\_\_**By:**

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Interexchange Tariff

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**SECTION 2 - RULES AND REGULATIONS continued**

**2.7 Customer Responsibility continued**

**2.7.7 Customer Complaint and Claim Procedure**

The Company will resolve any disputes and/or claims brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached using the a toll free number as set forth on all invoices.

Any unresolved disputes and/or claims may be directed to the attention of the Commission.

In the event of a dispute and/or claim concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion in writing within (16) sixteen days of receipt of the disputed and/or claimed invoice in question.

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**SECTION 3 - DESCRIPTION OF SERVICE****3.1 Timing of Calls**

The customer's monthly usage charges for the Company's service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX when the Company answer supervision equipment receives an "off-hook signal and the line is seized. Chargeable time ends when either party "hangs up" and/or when the Company's answer supervision equipment receives an "on-hook" signal for the line.

There are no charges incurred if a call is not completed.

**3.2 Start of Billing Charges**

For billing purposes, the start of service is the day following acceptance by the customer of the Company's service or equipment. The end of service date is the last day of the minimum cancellation notification period after receipt by the Company of notification of cancellation.

**3.3 Interconnection**

Service furnished the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Services furnished by the Company are not part of a joint undertaking with such other carriers. Any special interface equipment of the Company and other Carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his CPE terminal equipment or CPE communications systems with the Company. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

**3.4 Terminal Equipment**

The Company's service may be used with or terminated in CPE terminal equipment or CPE communications systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the customer. The customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in the customers use of the Company's service.

If the customer fails to maintain and operate his CPE terminal equipment properly, resulting in the occurrence of possibility of harm to the Company's equipment or the Company's personnel, or impairment to the quality of service to other customers of the Company, the Company may, upon written notice, require the use of protective equipment at the customers expense. If this action fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the customer's service.

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**ISSUED:****EFFECTIVE:** \_\_\_\_\_**By:**

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**SECTION 3 - DESCRIPTION OF SERVICE continued****3.5 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.

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 V&H coordinates supplied by Telcordia™ Routing Administration (TRA) that are generally used within the industry.

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

**3.6 Minimum Call Completion Rate**

The customer can expect a call completion rate of 99% of calls attempted during peak use periods for all Feature Group D (1+) services.

**3.7 Service Offerings****3.7.1 1+ Long Distance Service**

TM Telcomm Long Distance Service, 1+, is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one-minute increments. No monthly recurring charges or minimum monthly billing requirements apply.

**3.7.2 800 / 888 (Inbound) Long Distance Service**

TM Telcomm 800 / 888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in One Minute increments, with One Minute call duration. A minimum monthly service charge requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

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**SECTION 3 - DESCRIPTION OF SERVICE continued****3. 7. 3 TM Telcomm Prepaid Calling Card Service**

The Company may at some time produce and arrange for distribution and sale of wholesale Prepaid Calling Cards. These Prepaid Calling Cards will be brand marked by TM Telcomm and exclusively utilize the Company's long distance network for both domestic and international calling.

- A. End-Users may purchase the Company's Prepaid Calling Cards at a variety of retail outlets or through other distribution channels.
- B. Prepaid Calling Card Services will be available with card face values of five dollars (\$5.00), ten dollars (\$10.00), and twenty dollars (\$20.00) in one-dollar (\$1.00) U.S. increments.
- C. The Prepaid Calling Card usage procedure consist of:
1. The end-user will dial either a local number or a toll free number, as applicable to the end-users locality, whichever is printed on the card.
  2. Upon connection to the Company's switch, the end-user is prompted by an automated voice response system to enter the Authorization Code specific for the end user's card.
  3. Following verification by the Company's switch, the end user is prompted to enter the called-to-number and/or terminating number.
  4. Company answer supervision equipment verifies called-to-number has gone "off-hook" when the called-to-number is answered, and the Company's calling card billing platform begins metering the completed call for duration.
  5. Upon call completion, when the Company's answer supervision indicates to the billing platform the called-to-number has gone "on-hook" and/or "hangs up", the total consumed Telecom Units for the call is deducted from the remaining Telecom Unit balance on the end-user's Prepaid Calling Card.
- D. All calls must be charged against a Prepaid Calling Card that has a sufficient telecom Unit balance.
1. A end-user's call will be interrupted by a mechanical automated voice announcement when the balance is about to be depleted.
  2. In order to continue the call, the end-user can either call the toll free number on the back of the Prepaid Calling Card for service and "recharge" the balance on the card using a nationally recognized credit card, or the end-user can throw the card away and purchase a new one.
  3. The Company will terminate calls in progress if the balance of the Prepaid Calling Card's is insufficient to continue the call and the end-user fails to enter the number of another valid, Company issued, Prepaid Calling Card.

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**SECTION 3 - DESCRIPTION OF SERVICE continued****3. 7. 3 TM Telcomm Corp., Prepaid Calling Card Service continued**

- E. A Company issued Prepaid Calling Card will expire on the date indicated on the card, or if no date is specified, (12) twelve months from the date of first usage, or the date of last recharge, whichever is later. The Company will not refund unused balances.
- F. Prepaid Calling Card Credit Allowance:
1. A credit allowance is applicable for, but not limited to, calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call.
  2. To receive a credit allowance the end user must notify the Company by using the designated toll-free number printed on the Prepaid Calling Card and report the trouble experienced (e.g., cut-off, noisy circuit, no response, etc.) and the approximate time that the call was placed.
  3. When a call charged to a Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions; the end user will receive a credit equivalent to the call duration.
- G. Credit for failure of service shall also be allowed for failure of power, equipment, or systems, which are provided for and are the responsibility of the Company if such failures occur while a completed call is in progress.
- H. Credit allowances will not be given for interruptions that are due to the failure of power, equipment or systems not provided by the Company.
- I. Credit allowances will not exceed the issued card face value as shown in B. above.
- J. The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls cannot be completed.

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**SECTION 3 - DESCRIPTION OF SERVICE continued**

**Reserved for further Services**

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**SECTION 4 - RATES**

**4.1. SERVICE CHARGES**

**4.1.1. 1+ Residential Long Distance Services**

<u>Rate Plan</u>	<u>Rate Per Minute</u>	<u>Monthly Service Charge</u>	<u>800/888 Option Monthly Service Charge</u>
R1	\$.0955	None	\$3.00
R2	\$.0755	3.00	\$3.00

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**SECTION 4 - RATES, Continued**

**4.1. SERVICES CHARGES, Continued**

**4.1.2. 1+Business Long Distance Services**

<u>Rate Plan</u>	<u>Monthly Volume</u>	<u>Rate Per Minute</u>	<u>Monthly Service Charge</u>
B1S	\$0-\$250	\$.0935	\$9.00
B2S	\$251-\$1000	\$.0825	\$7.00
B3S	Over \$1001	\$.0700	\$3.00

**4.1.3. Dedicated Long Distance Services**

<u>Rate Plan</u>	<u>Monthly Volume</u>	<u>Peak Rate Per Minute</u>	<u>Off-Peak Rate Per Minute</u>	<u>Monthly Service Charge</u>
B1D	\$0-\$250	\$.1145	\$.0989	\$100.00
B2D	\$251-\$1000	\$.1040	\$.0889	\$100.00
B3D	\$5001-\$7500	\$.0930	\$.0769	\$ 80.00
B4D	\$7501-\$10000	\$.0850	\$.0639	\$ 50.00
B5D	\$10001-\$125000	\$.0706	\$.0550	\$ 0.00

Installation Charge for Dedicated Service is \$150.00 per line.

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SECTION 4 - RATES, Continued

4.2. MISC. CHARGES

4.2.1. Payphone Surcharge

A surcharge will be added to any completed. Intrastate toll access code and subscriber 800/888 type calls placed from a public or semi-public Pay Phone.

4.2.2. Per Call Surcharge

A surcharge per call will be added for every call that is connected. If an Answer Machine, Fax Machine, Voice Mail or Pager answers it will be considered connected.

4.2.3. Maintenance Surcharge

A weekly surcharge applies to some cards that have been used at least once.

4.2.4. Directory Assistance

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212".

Directory Assistance, per call: \$.75

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**SECTION 4 - RATES continued**

**4.3. Prepaid Calling Cards**

**Prepaid Calling Card#1**

Rate per minute:	\$ .079
Maintenance Surcharge:	\$.35
Per Call Surcharge	\$.00
Payphone Surcharge:	\$.35

**Prepaid Calling Card#2**

Rate per minute:	\$.099
Maintenance Surcharge	\$.25
Per Call Surcharge	\$.25
Payphone Surcharge	\$.35

**Prepaid Calling Card#3**

Rate per minute:	\$.065
Maintenance Surcharge	\$.35
Per Call Surcharge	\$.00
Payphone Surcharge	\$.35

**Prepaid Calling Card#4**

Rate per minute:	\$.085
Maintenance Surcharge	\$.25
Per Call Surcharge	\$.25
Payphone Surcharge	\$.35

**Prepaid Calling Card#5**

Rate per minute:	\$.059
Maintenance Surcharge	\$.45
Per Call Surcharge	\$.35
Payphone Surcharge	\$.35

**Prepaid Calling Card#6**

Rate per minute:	\$.019
Maintenance Surcharge:	\$.00
Per Call Surcharge	\$.25
Payphone Surcharge:	\$.35

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SECTION 4 - RATES continued

**Prepaid Calling Card#7**

Rate per minute:	\$ .02
Maintenance Surcharge	\$.50
Per Call Surcharge	\$.49
Payphone Surcharge	\$.35

**Prepaid Calling Card#8**

Rate per minute:	\$.01
Maintenance Surcharge	\$.50
Per Call Surcharge	\$.59
Payphone Surcharge	\$.35

**Prepaid Calling Card#9**

Rate per minute:	\$.015
Maintenance Surcharge	\$.00
Per Call Surcharge	\$.49
Payphone Surcharge	\$.35

**Prepaid Calling Card#10**

Rate per minute:	\$.025
Maintenance Fee:	\$.00
Per Call Surcharge	\$.49
Payphone Surcharge	\$.35

**Prepaid Calling Card#11**

Rate per minute:	\$.019
Maintenance Surcharge	\$.00
Per Call Surcharge	\$.25
Payphone:	\$.35

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**SECTION 4 - RATES continued**

4.4 **Payment of Calls**

4.4.1. **Late Payment Charges**

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.4.2. **Return Check Charges**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds if the face value does not exceed \$50.00; \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00; \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.

4.4.3. **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.

4.4.4. **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 FL PSC with specific starting and ending dates, and will be part of this tariff.

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SECTION 4 - RATES continued

4.5 **Special Rates For The Handicapped**

4.5.1. **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.

4.5.2. **Hearing and Speech Impaired Persona**

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

4.5.3. **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.

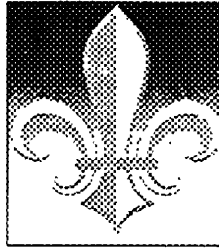
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# THE REGNUM GROUP, INC.

## **Regulatory & Communications Consultants**

8181 NW 36<sup>th</sup> Street, Suite 4, Miami, Florida 33166

Tel: (305) 468-1645 Fax: (305) 468-8509

reg@regnumgroup.com

September 25, 2003

New York State Department of Public Service  
Office of Communications  
Jaclyn A. Brillling  
Acting Secretary to the Commission  
3 Empire State Plaza  
Albany , New York 12223-1350

Re: Universal Carriers, Inc. (IXC Application)

To Whom It May Concern:

Enclosed please find an original and three (3) copies of Universal Carriers, Inc. filing for a Certificate of Public Convenience and Necessity as well as the initial resell tariff.

The proposed tariff carries an issued date of September 30, 2003 to allow receipt by the NY PSC and an effective date forty-five (45) days after the receipt date for the Office of Communications.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to either Edward Maldonado or Don Johnston at 305-468-1645 or emailed to reg@regnumgroup.com.

Sincerely,

Edward Maldonado  
Regulatory Consultant

dj/ms  
Enclosure

This filing includes the following Attachments and/or Exhibits:

Petition - Original signed and three (3) copies

EXHIBIT A - Authority to Transact Business New York

EXHIBIT B – Certificate of Good Standing Florida

EXHIBIT C – Financials

EXHIBIT D – Managerial Resumes

EXHIBIT E – Technical Resumes

EXHIBIT F – Initial Resell Tariff

\_\_\_\_\_Dj 9/25/2003 2:17 PM