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NEW ROCHELLE

telephone corp

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September 22, 2004

Ms. Blanca Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
2450 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

Re: New Rochelle Telephone Corp.
IXC Registration form and Tariff

Dear Ms. Bayó:

Enclosed is New Rochelle Telephone Corp.'s IXC Registration Form and an original and three (3) copies of its IXC tariff.

Any inquiries regarding this filing may be directed to me at (203) 468-2047.

Sincerely,


Maria A. Abbagnaro, Esq.

04 OCT -5 AM 9:00

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543 Main Street, New Rochelle, New York 10801 (914) 633-6500

10680 OCT -5 3

FPSC-COMMISSION CLERK

Handwritten mark

IXC REGISTRATION FORM

Company Name New Rochelle Telephone Corp.

Florida Secretary of State Registration No. FOA00003835

Fictitious Name(s) as filed at Fla. Sec. of State N/A

Company Mailing Name New Rochelle Telephone Corp.

Mailing Address 75 South Broadway, Suite 302
White Plains, NY 10601

Web Address WWW.newroctel.com

E-mail Address INQUIRIES@newroctel.com

Physical Address SAME AS MAILING ADDRESS

Company Liaison Wesly Minella

Title Director of Operations

Phone 914-682-0214

Fax 914-682-0820

E-mail address wminella@newroctel.com

Consumer Liaison to PSC Wesly Minella

Title Director of Operations

Address 75 South Broadway, Ste 302, White Plains, NY
10601

Phone 914-682-0214

Fax 914-682-0820

E-mail address wminella@newroctel.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.



Signature of Company Representative

Wesly Minella

Printed/Typed Name of Representative

9/21/04

Date

DOCUMENT NUMBER-DATE

10680 OCT-5 04

Effective: 07/15/2003

FPSC-COMMISSION CLERK

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
NEW ROCHELLE TELEPHONE CORP.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by New Rochelle Telephone Corp. ("NRT") with principal offices located at 75 South Broadway, Suite 302, White Plains, New York 10601. 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: September 24, 2004

Effective:

Issued by:

Paul H. Riss, President
75 South Broadway, Suite 302
White Plains, New York 10601

CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION
1	Original *		24	Original *
2	Original *		25	Original *
3	Original *		26	Original *
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5	Original *		28	Original *
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8	Original *		31	Original *
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11	Original *		34	Original *
12	Original *		35	Original *
13	Original *		36	Original *
14	Original *		37	Original *
15	Original *		38	Original *
16	Original *		39	Original *
17	Original *		40	Original *
18	Original *		41	Original *
19	Original *		42	Original *
20	Original *		43	Original *
21	Original *		44	Original *
22	Original *		45	Original *
23	Original *		46	Original *

* - indicates those pages included with this filing

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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
- (R)** - Change Resulting in a Reduction to a Customer's Bill
- (T)** - Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).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. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Access - Access to NRT's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Traveler Card call or Phone Home Card call the person or entity responsible for payment is the Customer of record of the Traveler Card or Phone Home Card used.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Commission - Refers to the Florida Public Service Commission (FPSC).

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Colombia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FPSC - Refers to the Florida Public Service Commission.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Florida.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating within the State of Florida, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff.

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

2.2 Applicability of Tariff

This tariff applies to telephone calls which originate and terminate in the State of Florida.

2.3 Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer in writing at least five business calendar days before service is disconnected.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Payment for Service, (Cont'd.)

- (H)** NRT will not bill for unanswered calls in areas where Equal Access is available, nor will NRT knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, NRT will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.

- (I)** In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments at least equal to the time period of the underbilling.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Taxes

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company. Such taxes or fees shall be recovered in the following manner:

- 2.5.1** For Debit Service, taxes or fees shall be included in the schedule for this service, unless otherwise negotiated with the distributor.
- 2.5.2** For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

2.6 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Cancellation or Interruption of Services

2.7.1 Without incurring liability, NRT may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due NRT for more than thirty days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over NRT's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting NRT from furnishing its service.

2.7.2 Without incurring liability, NRT may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber/Customer and NRT's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Cancellation or Interruption of Services, (Cont'd.)

2.7.3 Service may be discontinued by NRT by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when NRT deems it necessary to take action to prevent unlawful use of its service. NRT may restore service as soon as it can be provided without undue risk.

2.7.4 The termination notice process provides adequate time intervals for the Customer to prevent termination or disconnect.

(A) The first notice is our "Disconnect Notice". It is sent to customers who have a past due balance of \$10.00 or more on the 10th day after bills are sent each month.

(B) On the 11th day after the disconnect notice is sent, accounts that still have a past due balance are temporarily deactivated and a notice is sent to tell the Customer what action has been taken. This notice is printed on letterhead.

(C) On the 11th day after deactivation of the accounts, those that still have a past due balance are sent "Final Demand Letter". These Customers are contacted by phone regularly and then placed with a collection agency on the 20th of the next month.

(D) Accounts are tracked daily for reactivation of service as balances are paid.

2.7.5 If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.8.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.8.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to NRT operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.8.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.8.4** Failure to pay a previously owed bill by the same Customer at another location.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.7, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.10 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

2.11 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.12 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling NRT's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.13 Liability of the Company

- 2.13.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.13.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.13.3** NRT shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over NRT or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.13 Liability of the Company, (Cont'd.)

2.13.4 NRT is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 3.13.2 above.

2.13.5 NRT shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

2.12.6 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

2.13.7 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Responsibilities of the Subscriber

- 2.14.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.14.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by NRT on the Subscriber's behalf.
- 2.14.3** If required for the provision of NRT's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to NRT.
- 2.14.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and NRT when required for NRT personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of NRT's Services.
- 2.14.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with NRT's facilities or services, that the signals emitted into NRT's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.14 Responsibilities of the Subscriber, (Cont'd.)

2.14.6 If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to NRT's equipment, personnel, or the quality of Service to other Subscribers or Customers, NRT may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, NRT may, upon written notification, terminate the Subscriber's service.

2.14.7 The Subscriber must pay NRT for replacement or repair of damage to the equipment or facilities of NRT caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

2.14.8 The Subscriber must pay for the loss through theft or fire of any of NRT's equipment installed at Subscriber's premises.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Responsibilities of Authorized Users

- 2.15.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the FPSC and the FCC.
- 2.15.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.15.3** The Authorized User is responsible for providing NRT with a valid method of billing for each call. NRT reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or NRT may refuse to place the call.

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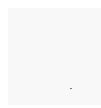
SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

2.17 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.



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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.18 Toll Free Numbers

The company will make every effort to reserve toll free vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested toll free number(s) will be available or assigned to the Customer requesting the number.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

2.19 Other Rules

2.19.1 NRT reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

2.19.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the FPSC.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

NRT offers direct dialed, inbound toll free service, travel card, debit card and directory assistance services for communications originating and terminating within the State of Florida under terms of this tariff. Operator Services will be furnished by NRT's underlying carrier.

3.2 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)
3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the industry standard "V" and "H" coordinates.

- Step 1 -** Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 -** Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 -** Square the differences obtained in Step 2.
- Step 4 -** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 -** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 -** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.3.3 Minimum call duration and call timing increments for billing purposes is specified on a per-product basis in this tariff.

3.3.4 Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.3.5 **There** is no billing applied for incomplete calls.

3.5 Rate Periods

The Company's services are not time of day or day of week sensitive. The same rates apply 24 hours per day, seven (7) days per week.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Direct Dial 1+ Service

Direct Dial 1+ Service allows Customers to make 1+ direct dialed calls from presubscribed switched or dedicated access lines. This service is available from equal access end offices only.

3.6.1 Direct Dial Switched Silver Service

Direct Dial Switched Silver Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All Customers are eligible to subscribe to this service.

3.6.2 Direct Dial Switched Gold Service

Direct Dial Switched Gold Service allows Customers to make 1+ direct dialed calls from presubscribed switched access lines. This service is available from equal access end offices only. Customers access the service via switched access lines. All NRT Communications local exchange Customers are eligible to subscribe to this service.

3.6.3 Dedicated Direct Dial Service

Dedicated Direct Dial Service allows Customers to make 1+ direct dialed calls. Customers access the service via dedicated or special access T-1 (1.544 Mbps) lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All Customers are eligible to subscribe to this service.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.7 Inbound Toll Free (i.e. 800/888) Service

Inbound Toll Free Service provides an inbound toll free calling service to NRT Communications Customers. The NRT Communications Customer is billed for each toll free call, rather than the call originator. Toll free calls may be originated from any location throughout the continental United States. Calls terminate to the NRT Communications toll free Customer via switched or dedicated access lines.

3.7.1 Inbound Switched Silver Service

Inbound Switched Silver Service provides an in-bound toll free calling service to NRT Communications Customers. Calls terminate to the NRT Communications Toll Free Customer via switched access lines. All Customers are eligible to subscribe to this service.

3.7.2 Inbound Switched Gold Service

Inbound Switched Silver Service provides an in-bound Toll Free calling service to NRT Communications Customers. Calls terminate to the NRT Communications Toll Free Customer via switched access lines. All NRT Communications local exchange Customers are eligible to subscribe to this service.

3.7.3 Dedicated Toll Free Service

Dedicated Toll Free Service calls terminate to the NRT Communications Toll Free Customer via dedicated T-1 (1.544) access lines. Service is available only where T-1 access is available. The Customer is responsible for payment charges associated with the dedicated T-1 circuit. Such charges are normally billed by and paid directly to the access provider (i.e. local exchange carrier). All NRT Communications Customers are eligible to subscribe to this service.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.8 Travel Card

NRT Communications' Travel Card provide telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a Toll-Free (i.e. 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.9 Casual Calling Service

Casual Calling Service allows end users to obtain NRT Communications service and become Customers of NRT Communications without the necessity of presubscription of their service.

Customers utilizing Casual Calling Service shall access NRT Communications by dialing an access code in the form of 10XXX or 101XXXX, where "X" is a 3 or 4 digit Carrier Identification Code (CIC) assigned to Carrier and provided to Customer. When dialing, the access code shall be followed by the normal sequence of 1+Area Code+Number. Calls placed using Casual Calling Service are billed to Customer through the serving Local Provider.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.10 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.11 Directory Assistance

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

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SECTION 4.0 - RATES

4.1 Direct Dial 1+ Service

4.1.1 Direct Dial Switched Silver Service

For billing purposes, call timing is measured in (6) second increments after the initial minimum period of thirty (30) seconds.

Per minute rate \$ 0.099

4.1.2 Direct Dial Switched Gold Service

For billing purposes, call timing is measured in six (6) second increments after the initial minimum period of thirty (30) seconds.

Per minute rate \$ 0.099

4.1.3 Dedicated Direct Dial Service

For billing purposes, call timing is measured in (6) second increments after the initial minimum period of thirty (30) seconds.

Per minute rate \$ 0.059

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SECTION 4.0 - RATES, (CONT'D.)

4.2 Inbound Toll Free (i.e. 800/888) Service

4.2.1 Inbound Switched Silver Service

For billing purposes, call timing is measured in full one (1) minute increments.

Per minute rate \$ 0.099

4.2.2 Inbound Switched Gold Service

For billing purposes, call timing is measured in full one (1) minute increments.

Per minute rate \$ 0.099

4.2.3 Dedicated Toll Free Service

For billing purposes, call timing is measured in full one (1) minute increments.

Per minute rate \$ 0.059

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SECTION 4.0 - RATES, (CONT'D.)

4.3 Travel Card

For billing purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute.

Per minute rate \$ 0.150

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SECTION 4.0 - RATES, (CONT'D.)

4.4 Rate Plans

For billing purposes only, under all the rate plans in Section 4.4, if a customer cancels or terminates service under this rate plan the cancellation/termination will not be deemed effective until the final day of the billing cycle and the Company will retain all amounts paid by customer for that month of service.

4.4.1 New Roc Gold

This package includes 5,000 free minutes of local and regional calling per month, (billed at .01 per minute after 5,000 minutes), call waiting, caller I.D. w/name, 3 way calling, call forwarding, speed dial(30), anonymous call rejection, *69 and busy redial.

Optional Calling features, which will be made available at the customers request, are call forward busy, call forward don't answer, ultra forward and call intercept. Voice mail is available at \$4.95 per month/per line.

Toll calls are billed on a per minute basis as follows:

State to state toll calling	\$0.049
IntraLATA toll	\$0.089

Line charges are as follows:

Initial Line	\$34.95
Additional Line	\$34.95

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SECTION 4.0 - RATES, (CONT'D.)**4.4 Rate Plans****4.4.2 New Roc Platinum**

This package includes unlimited free local and regional voice calling per month and is limited to residential voice services and not intended for phone lines connected to the Internet for extended period of time. Customers engaging in significant Internet usage may be assessed an additional monthly charge, be disconnected, or placed on a more appropriate calling plan. Additional monthly Internet/date usage fees are for customers who have Internet usage in excess of 5,000 minutes per month.

Standard calling features, on the initial line only, are call waiting, caller I.D. w/name, 3 way calling, call forwarding, speed dial(30), anonymous call rejection, *69 and busy redial. Optional calling features, which will be made available at the customers request on the initial line only are call forward busy, call forward don't answer, ultra forward and call intercept. Voice

Toll calls are billed on a per minute basis as follows:

State to state toll calling	\$0.049
IntraLATA toll	\$0.089

Usage fee for Internet/date service for customers who have Internet usage in excess of 5,000 minutes per month is \$0.01 per minute.

Line charges are as follows:

Initial Line	\$39.95
Additional Line	\$19.99

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SECTION 4.0 - RATES, (CONT'D.)

4.4 Rate Plans

4.4.3 Ultimate Plan

This package includes unlimited direct dialed local, regional toll and state-to-state long distance voice calling.

Line charges are as follows:

Initial Line	\$45.99
Additional Line	\$45.99

4.4.4 Business Deluxe Plan

This package includes 5,000 free minutes of free local and regional voice calling per month, billed at \$0.01 per minute after 5,000 and includes call waiting and caller I.D. for each line. Voice mail is available for \$3.95 per month per line. For each additional line 500 additional minutes of free local and regional voice calling are included.

Toll calls are billed on a per minute basis as follows:

State to state toll calling	\$0.049
IntraLATA toll	\$0.089

Line charges are as follows:

Initial Line	\$39.95
Additional Line	\$29.95

4.4.5 Freedom Unlimited Plan

This package includes unlimited direct dialed local, regional toll and state to state long distance voice calling. Pricing does not include local line charges.

Initial Line	\$34.20
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SECTION 4.0 - RATES, (CONT'D.)

4.4 Rate Plans

4.4.6 Freedom Basic Local with Toll

This package includes unlimited direct dial local and regional toll voice calling. Pricing does not include local line charges

Initial Line \$22.50

4.4.7 Business Complete Unlimited

This package includes unlimited direct dialed local, regional toll and state-to-state long distance voice calling. Standard features are call waiting, caller ID, call forward, 3-way calling and speed call 8.

Initial Line \$53.99
Additional Line \$40.49

4.4.8 Business Complete

This package includes unlimited direct dialed local voice calling. Regional toll calls are billed at \$0.06 per minute. Standard features are call waiting, caller ID, call forward, 3-way calling and speed call 8.

Initial Line \$35.99
Additional Line \$22.49

4.4.9 All for One Plus

This package includes 1450 free local minutes with additional local minutes billed at \$0.0194 and regional calls billed at \$0.056 per minute.

Initial Line \$16.47

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SECTION 4.0 - RATES, (CONT'D.)

4.4 Rate Plans

4.4.10 All for One Standard

This package does not include free minutes, local calls are billed at \$0.017 per minute and regional calls are billed at \$0.056 per minute.

Initial Line	\$12.83
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4.4.11 All for One Unlimited

This package includes unlimited direct dialed local, regional toll and state-to-state long distance voice calling.

Initial Line	\$54.95
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SECTION 4.0 - RATES, (CONT'D.)

4.5 Public Telephone Surcharge

Per Call Surcharge: \$0.35

4.6 Directory Assistance

Per call to directory assistance: \$0.95

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SECTION 4.0 - RATES, (CONT'D.)

4.7 Special Rates for the Handicapped

4.7.1 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.

4.7.2 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.

4.7.3 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 calls 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 a call and shall not apply to per call charges such as a credit card surcharge.

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SECTION 4.0 - RATES, (CONT'D.)

4.8 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. 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 billed Customer within thirty (30) days of billing.

4.9 Return Check Charge

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local provider and/or commercial credit card company) and pursuant to Florida law.

4.10 Late Payment Charge

Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

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SECTION 4.0 - RATES, (CONT'D.)

4.11 Promotional Offerings - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company shall notify the Commission, in writing, 30 days prior to the start of a promotion. All promotional offerings shall be filed with the Commission and made part of this tariff prior to being offered to Customers.

4.12 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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