

LAW OFFICES

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KANSAS CITY, MISSOURI  
OVERLAND PARK, KANSAS  
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A LIMITED LIABILITY  
PARTNERSHIP INCLUDING  
PROFESSIONAL CORPORATIONS

Rodney L. Joyce  
(202) 824-1538

May 1, 1998

DEPOSIT

DATE

Florida Public Service Commission  
Division of Administration  
Gerald Gunter Building  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

D768

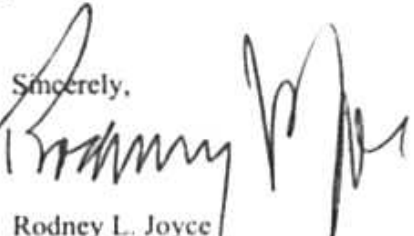
MAY 04 1998

980609-TI

Dear Sir/Madam:

Enclosed for filing is the original and six copies of the application of North American Telecommunications Corp. (d/b/a Southeast Telephone Company) for authority to provide interexchange telecommunications service in Florida. Also enclosed is the \$250 filing fee for this application. Please note that the applicant already has been certified to provide local exchange service in Florida. (See Order Granting Certificate in Dkt. No. 97143-TX, dated Jan. 14, 1998) (Certificate No. 5314).

Please date stamp the extra copy of the application and return it to me in the prepared envelope which is enclosed.

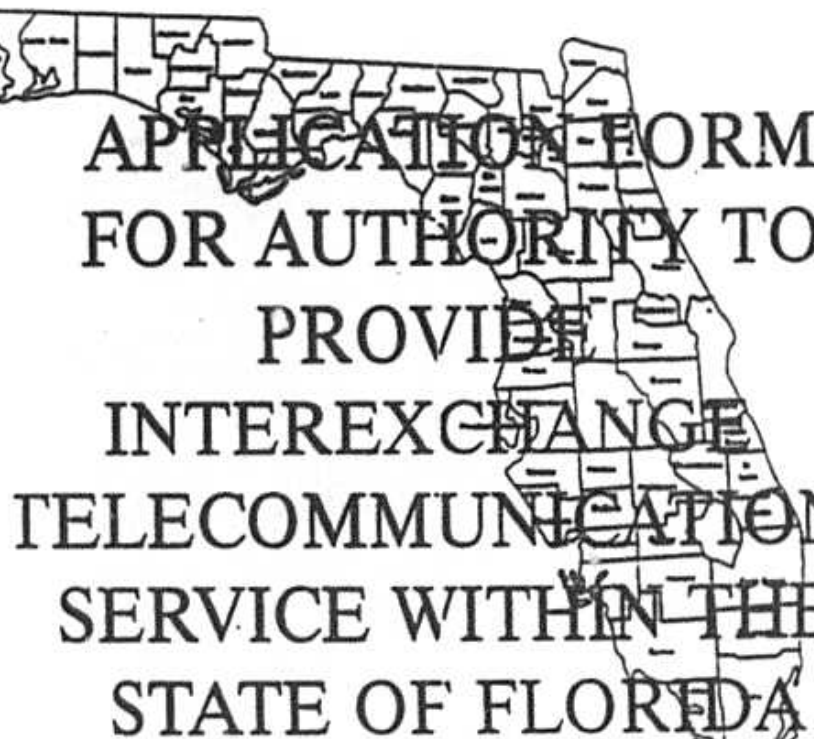
Sincerely,  


Rodney L. Joyce  
Counsel for North American  
Telecommunications Corporation

Enclosures

RECEIVED  
SERVICES COMMISSION  
MAY -4 AM 9 25  
MAIL ROOM

DOCUMENT NUMBER-DATE  
05002 MAY -4 98  
FPSC-RECORDS/REPORTING



APPLICATION FORM  
FOR AUTHORITY TO  
PROVIDE  
INTEREXCHANGE  
TELECOMMUNICATION  
SERVICE WITHIN THE  
STATE OF FLORIDA

Check received with filing and  
forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check  
to RAR with proof of deposit.  
Initials of person who forwarded check:  
*A.J.*

DOCUMENT NUMBER 3072

05002 MAY -4 88

FPSC-RECORDS/REPORTING

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

**DIVISION OF COMMUNICATIONS  
BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM  
for  
AUTHORITY TO PROVIDE  
INTEREXCHANGE TELECOMMUNICATIONS SERVICE  
WITHIN THE STATE OF FLORIDA**

**Instructions**

A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).

B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.

C. Use a separate sheet for each answer which will not fit the allotted space.

D. If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
2540 Shumard Oak Blvd., Gerald Gunter Building  
Tallahassee, Florida 32399-0850  
(850) 413-6600**

E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd., Gerald Gunter Building  
Tallahassee, Florida 32399-0850  
(850) 413-6251**

1. Select what type of business your company will be conducting  (check all that apply):

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

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

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

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

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

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

2. This is an application for  (check one):

Original Authority (New company).

Approval of Transfer (To another certificated company).

Approval of Assignment of existing certificate (To an uncertificated company).

Approval for transfer of control (To another certificated company).

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship: North American Telecommunications Corporation

4. Name under which the applicant will do business (fictitious name, etc.): Southeast Telephone Company

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

3 Expressway Plaza  
Roslyn Heights, New York 11577

6. Florida address (including street name & number, post office box, city, state and zip code): Applicant will establish Florida mailing addresses and telephone numbers, including a telephone number for customer complaints and service requests, prior to initiating service in Florida.

7. Structure of organization; check which applies.

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other, _____        |   |

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. Not Applicable

(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(b) Indicate if the individual or any of the partners have previously

been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: Copy of Applicant's authorization to conduct business in Florida is attached as Att. 1.

- (b) Name and address of the company's Florida registered agent.

Corporation Service Co.  
1201 Hays Street  
Tallahassee, FL 32301

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: F97000005316

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. No

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not. The applicant here recently has obtained a certificate to provide alternative local exchange telecommunications service in Florida (See Order Granting Certificate in Dkt. No. 971431-TX, dated Jan. 14, 1998).

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

(a) The application;

Rodney L. Joyce  
Shook, Hardy & Bacon  
Suite 600  
801 Pennsylvania Avenue, N.W.  
Washington, DC 20004-2615

(b) Official Point of Contact for the ongoing operations of the company;

Carl Borruso  
Southeast Telephone Co.  
3 Expressway Plaza  
Roslyn Heights, NY 11577

(c) Tariff;

Carl Borruso  
Southeast Telephone Co.  
3 Expressway Plaza  
Roslyn Heights, NY 11577

(d) Complaints/Inquiries from customers;

Carl Borruso  
Southeast Telephone Co.  
3 Expressway Plaza  
Roslyn Heights, NY 11577

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

Applicant presently provides interexchange service in New York.

(b) Has applications pending to be certificated as an interexchange carrier.

California, Illinois, Maryland, New Jersey  
Oregon, Texas

(c) Is certificated to operate as an interexchange carrier.

Hawaii, Kansas, Minnesota, Montana, Nevada,  
Pennsylvania, Tennessee, Wisconsin





15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

Commissions may be paid to  
employees and agents of Applicant

16. Who will receive the bills for your service?  (Check all that apply)

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

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided? Applicant's name will appear on the monthly bill for service.

(b) Name and address of the firm who will bill for your service. Not yet determined.

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability. Commission already has found applicant to be financially qualified to provide telecommunications service in Florida. See Order Granting Certificate to Provide Alternative Local Exchange Telecommunications Service in Florida (Dkt. No. 971431-TX, dated Jan. 14, 1998.) The applicant's financial qualifications statement submitted in that docket is incorporated herein by reference.

Regarding the showing of financial capability, the following applies:  
The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**NOTE:** This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.      See Att. 2

C. Technical capability.      See Att. 2

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed). See Att. 3

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

MTS with distance sensitive per minute rates

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with route specific rates per minute

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS with statewide flat rates per minute (i.e. not distance sensitive)

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

MTS for pay telephone service providers

Block-of-time calling plan (Reach out Florida, Ring America, etc.).

800 Service (Toll free)

WATS type service (Bulk or volume discount)

Method of access is via dedicated facilities

Method of access is via switched facilities

Private Line services (Channel Services)

(For ex. 1.544 mbs., DS-3, etc.)

- Travel Service
- Method of access is 950
- Method of access is 800
- 900 service
- Operator Services
- Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals.
- Available to inmates

Services included are:

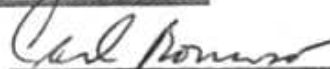
- Station assistance
- Person to Person assistance
- Directory assistance
- Operator verify and interrupt
- Conference Calling

21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above). The end user will dial "1" plus the called phone number to the extent equal access is available; otherwise the end user will dial the appropriate 10XXX access code. Some private line services may not require dial-up access.
22.  Other:

**\*\* APPLICANT ACKNOWLEDGEMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

**UTILITY OFFICIAL:**



Signature

Carl Borruso, Vice President

Title

4/28/98

Date

516-794-1600

Telephone No.

**\*\* APPENDIX A \*\***

NOT  
APPLICABLE

**CERTIFICATE TRANSFER STATEMENT**

I, (TYPE NAME) \_\_\_\_\_,  
(TITLE) \_\_\_\_\_,  
of (NAME OF COMPANY) \_\_\_\_\_  
\_\_\_\_\_, and current holder of certificate number \_\_\_\_\_,  
have reviewed this application and join in the petitioner's request for a transfer  
of the above-mention certificate.

**UTILITY OFFICIAL:**

_____ Signature	_____ Date
_____	
_____ Title	_____ Telephone No.

**\*\* APPENDIX B \*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- ( ) The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

**UTILITY OFFICIAL:**

Carl Borruso

Signature

1/28/98

Date

Carl Borruso

Vice President

Title

516-794-1600

Telephone No.





4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).  
 Orlando, West Palm Beach, Jacksonville,  
 Miami, Fort Lauderdale and Tampa EAS exchange areas
5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed). Applicant intends initially to route all operator service calls (0+ and 0-) to the incumbent LEC. Once applicant provides exchange service on a facilities-based basis pursuant to applicant's existing exchange service certificate, such calls may be handled by applicant consistent with the requirement to provide access to emergency service, busy line verification, and emergency interrupt service to the end user on at least the same level as \*see below
6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has ( ) or has not ( X ) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:
- a) What services have been provided and when did these services begin?  
 Not applicable
- b) If the services are not currently offered, when were they discontinued?  
 Not applicable

UTILITY OFFICIAL:

Carl Borruso

Signature

4/28/98

Date

Carl Borruso

Vice President

Title

516-794-1600

Telephone No.

\*that provided by the incumbent exchange carrier.

**\*\* APPENDIX D \*\***

**FLORIDA TELEPHONE EXCHANGES**

**AND**

**EAS ROUTES**

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate. \*See below.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**\*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\***

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg, Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.

\*Initially, applicant will provide service in the Miami, Fort Lauderdale and Tampa major exchange areas.

OCALA: Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.

DAYTONA BEACH: New Smyrna Beach.

TAMPA: Central None  
 East Plant City  
 North Zephyrhills  
 South Palmetto  
 West Clearwater

CLEARWATER: St. Petersburg, Tampa-West and Tarpon Springs.

ST. PETERSBURG: Clearwater.

LAKELAND: Bartow, Mulberry, Plant City, Polk City and Winter Haven.

ORLANDO: Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.

WINTER PARK: Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs Reedy Creek, Geneva and Montverde.

TITUSVILLE: Cocoa and Cocoa Beach.

COCOA: Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE: Cocoa, Cocoa Beach, Eau Gallie and Sebastian.

SARASOTA: Bradenton, Myakka and Venice.

FT. MYERS:

Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

POMPANO BEACH:

Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.

FT. LAUDERDALE:

Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and Perrine

**Att. 1**



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

October 9, 1997

CSC

Qualification documents for NORTH AMERICAN TELECOMMUNICATIONS CORPORATION doing business in Florida as SOUTHEAST TELEPHONE COMPANY were filed on October 9, 1997 and assigned document number F9700005316. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Jennifer Sindt  
Document Examiner  
Division of Corporations

Letter Number: 697A00049664

**Att. 2**



## Technical and Managerial Qualifications Charles M. Piluso

### Executive Positions Held:

1997 - Present: *Chairman and Founder, International Telecommunications Group, Ltd.* a holding company of RSLCOM USA, Inc., formerly International Telecommunications Corporation. ITG is a facilities-based international and domestic carrier licensed by the FCC and 75% of the State Public Service Commissions. The company owns and leases trans-Atlantic, trans-European, Caribbean and Asian cable systems, with international and domestic switching facilities on the east and west coasts of the United States. The company is rated as a Tier Two carrier and is ranked number six in the United States for international minutes. ITG was founded in 1990 and grew from 2 employees to 135 employees by 1996. After its first six years, ITG earned \$85 million in revenues, and projects 1997 revenues approaching \$175 million.

1990 - 1996: *Chairman and President, International Telecommunications Corporation, International Telecommunications Group, Ltd.* Sold the majority of the stock in the corporations to RSL Communications in September 1996.

### Professional History:

Charles M. Piluso began his work in the telecommunications industry in 1978 as an employee of ITT Corporation. He started by selling switching and telephone equipment, and was promoted many times until he reached the position of Sales Management to Marketing and Business Development. In 1984, he left ITT to manage the Large Switching Systems Group at United Technologies Communications Corporation, which deals with large, 1000-line communication systems on the east coast of the United States. Mr. Piluso was promoted to the position of General Manager responsible for the New York region which encompassed over 80 union technicians, two sales regions, and engineering, installation and customer services.

Mr. Piluso left United Technologies Communications in 1986 to start his own company, Business Networks of America. The company was involved with selling long distance service as an exclusive licensee of ITT Corporation. It employed 125 employees in four locations, and developed into what is now RSL Communications, formerly International Telecommunications Corporation.

### Education and Academic Experience:

Mr. Piluso graduated from St. John's University in May, 1976, with a Bachelor of Science in PreLaw. He went on to receive a Master of Arts in Political Science in July, 1978, and a Master of Business Administration in May, 1985, specializing in Marketing and Public Accounting. He was an instructor at St. John's University in 1986 through 1988 in the College of Business. He taught courses on Strategic Planning and various general management topics.

## Technical and Managerial Qualifications Carl Borruso

### Positions Held:

*Chief Financial Officer, RSL Communications USA, 1996-97, a \$100 million interexchange carrier. Responsible for all financial, accounting, and treasury policies of RSL.*

*President, WXL International, Inc., 1994-1995 a start-up provider of telecommunications services in Europe. Responsible for the start-up of this company. Formed three subsidiaries in the U.K., France, and Germany. Business developed in these countries with sales, engineering, and all back-office support.*

*Executive Vice President, IDB Worldcom, 1992-1994, a \$300 million interexchange carrier. In charge of strategic planning, carrier sales and purchases, and international operations.*

*Chief Financial Officer and Chief Operating Officer, World Communications, Inc., 1989-1992, a \$100 million provider of international telecommunications services. Duties included management of financial, accounting, and treasury policies. Appointed Chief Operating Officer in March, 1992, at which time became resp. for overall performance of the company.*

*Financial Controller, ITT USTS, 1980-1987, a \$200 million interexchange carrier. Responsible for all accounting matters, and reporting required by the FCC and PUCs. Managed company's Federal, State, local, income, property, and telecommunications regulatory taxes.*

### Education:

Carl Borruso received his Bachelor of Business Administration in Accounting and Finance from Pace University in New York in August, 1975. He went on to receive a Certificate in Financial Management from Stanford University in California in August, 1991.

**Att. 3**

**Attached is applicant's draft tariff. The tariff is substantially complete except for pricing. Applicant will file its final tariff prior to initiating service in Florida.**

INTEREXCHANGE TOLL SERVICES

---

**NORTH AMERICAN TELECOMMUNICATIONS CORPORATION**  
**(doing business as Southeast Telephone Company)**

**Rates, Rules and Regulations for furnishing of INTEREXCHANGE Toll Services Within the State of FLORIDA.**

This tariff contains the regulations and rates applicable for the furnishing of INTEREXCHANGE toll services provided by NORTH AMERICAN TELECOMMUNICATIONS CORPORATION (doing business as Southeast Telephone Company) ("NATC") within the State of FLORIDA.

---

Issued \_\_\_\_\_

Effective \_\_\_\_\_

Charles M. Piluso, President  
NORTH AMERICAN TELECOMMUNICATIONS CORPORATION (dba SOUTHEAST TELEPHONE CO.)  
3 Expressway Plaza  
Roslyn Heights, NY 11577

## INTEREXCHANGE TOLL SERVICES

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 at the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
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16	Original
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18	Original
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20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Charles M. Piluso, President  
NORTH AMERICAN TELECOMMUNICATIONS CORPORATION (dba SOUTHEAST TELEPHONE CO.)  
3 Expressway Plaza  
Roslyn Heights, NY 11577

## INTEREXCHANGE TOLL SERVICES

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Section 4 - Definitions.....	7
Section 5 - Terms and Conditions.....	9
Section 6 - Rates and Charges.....	25

Issued \_\_\_\_\_

Effective \_\_\_\_\_

Charles M. Piluso, President  
NORTH AMERICAN TELECOMMUNICATIONS CORPORATION (dba SOUTHEAST TELEPHONE CO.)  
3 Expressway Plaza  
Roslyn Heights, NY 11577

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 8 and 9 would be 8.1.
- 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 Florida Public Service Commission. For example, the 3rd revised Sheet 8 cancels the 2nd revised Sheet 8.
- C. Paragraph Numbering Sequences - 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)1
  - 2.1.1.A.1(a)1(i)
  - 2.1.1.A.1(a)1(i)(1)

Issued \_\_\_\_\_

Effective \_\_\_\_\_

Charles M. Piluso, President  
NORTH AMERICAN TELECOMMUNICATIONS CORPORATION (dba SOUTHEAST TELEPHONE CO.)  
3 Expressway Plaza  
Roslyn Heights, NY 11577

## INTEREXCHANGE TOLL SERVICES

EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued canceling the tariff page affected, such changes will be identified through the use of the following symbols:

- (C) - To signify a "Change" in existing rate and/or regulation.
- (D) - To signify the "Deletion/Discontinuance" of rates, regulations, and/or text.
- (I) - To signify a rate "Increase."
- (M) - To signify matter "Moved/Relocated" within the tariff with no change to the material.
- (N) - To signify "New" text, regulation, service, and/or rates.
- (R) - To signify a rate "Reduction."
- (T) - To signify a change in "Tariff," but no change in rate or regulation.
- (Z) - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

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## INTEREXCHANGE TOLL SERVICES

1. APPLICATION OF TARIFF

- .1 This tariff applies to the furnishing by NATC of the interexchange services defined herein.
- .2 The provision of interexchange service is subject to regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.
- .3 NATC may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration. Promotional rates and plans will be filed with the Commission prior to implementation.

2. SERVICE AREA

Interexchange service is provided in the Local Service Areas as follows:

- .1 Local Service Areas within the Orlando, West Palm Beach, Jacksonville, Miami, Fort Lauderdale and Tampa extended area service (EAS) exchange areas as those areas are defined by the incumbent local exchange carrier serving those areas.

3. UNDERTAKING OF THE COMPANY

- .1 The Company undertakes to provide the services offered in this tariff on the terms and conditions and at the rates and charges specified.
- .2 Service will be provided where facilities, billing capabilities and the resale of underlying services are technologically and economically available and feasible. The furnishing of service under this tariff is subject to the continuing availability of all necessary facilities and services.
- .3 The Company reserves the right to limit use of facilities when necessary due to a shortage of facilities or other cause beyond the Company's control.
- .4 The Company will not provide additional service nor connect new customers to any system that would compound a shortage condition until the problem has been identified and relief implemented.

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## INTEREXCHANGE TOLL SERVICES

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**4. DEFINITIONS**

Certain terms used generally throughout this tariff for services furnished by the Company are defined below.

**Business Service**

Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

**Commission**

The Florida Public Service Commission.

**Company**

NORTH AMERICAN TELECOMMUNICATIONS CORPORATION

**Contract**

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with applicable provisions of this Tariff.

**Customer**

The Person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Exchange**

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its environs. It may contain one or more central offices together with the associated plant, equipment and facilities used in furnishing communication service within that area.

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## INTEREXCHANGE TOLL SERVICES

Exchange Area

The area within which the telephone company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

Increment

Units of measurement defined as minutes, messages or other units charged to a customer for use of service.

The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

Non-Recurring Charge

The one-time initial charge for services or facilities, including but not limited to charges for construction, installation or special fees for which the customer becomes liable at the time the service order is executed.

Person

A natural Person, firm partnership, corporation, association, municipality, corporation, organization, government agency, real estate trust, or other legal entity.

Recurring Charges

The monthly charges paid by the customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Residence Service

Telecommunications service in which the business use by a customer is merely incidental and where the major use is of a social or domestic nature.

Service Connection Charge

The non-recurring charge a customer is required to pay at the time of the establishment of telecommunications service or subsequent additions to that service.

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## INTEREXCHANGE TOLL SERVICES

Service Order

The request for the Company's services executed by the Customer and the Company in the format devised by the Company. Acceptance by the Company and the Customer initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Tariff

The rates, charges, rules and regulations adopted and filed by the Company with the Commission.

Termination

Permanent disconnection of telecommunications service.

User

Any Person who uses telecommunications services provided by the Company under the jurisdiction of the Commission

5. TERMS AND CONDITIONS.1 Liability of the Company

- .1 The liability of the Company for damages arising out of the furnishing of telecommunications services, including but not limited to mistakes, omissions, interruptions, delays, errors, or defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Sections 5.19-5.20. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer when such damages are not the result of negligence or intentional acts or omissions on the part of the agents or employees of the Company.

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## INTEREXCHANGE TOLL SERVICES

- .2 The Company shall not be liable for any failure of performance or equipment, due to causes beyond its control, including but not limited to: acts of God, fires, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including the state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- .3 The Company shall not be liable for the acts or omissions of any entity that furnishes facilities or equipment to either the Company or the Customer which are to be used for or with the services that are offered by the Company.
- .4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- .5 The Company shall not be liable for the claims of vendors supplying equipment to Customers, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- .6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or Person(s), and for any loss, damage, or destruction or any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- .7 The Company shall not be liable for any damages resulting from delays in meeting any service dates resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction of work.

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## INTEREXCHANGE TOLL SERVICES

- .8 The Company is not liable for any defacement or damage whatsoever to the premises or property of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment and associated wiring on such premises or the installation, maintenance, repair or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- .9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the services offered in this tariff.
- .10 The Company's entire liability for any claim of loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific service in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced after the statutory limitations period has passed with respect to the event giving rise to the liability.
- .11 The Company makes no express warranties or representations, either in fact or operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein.

.2 Claims

The Company shall be indemnified and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "claims") arising from the use of the services pursuant to this tariff involving:

- .1 Claims of third parties, including patrons of Customers arising out of, resulting from, or related to use of the services.
- .2 Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the service.
- .3 Claims for patent infringement arising from combining or using facilities and equipment furnished pursuant to this agreement in connection or in combination with facilities or equipment not furnished by the Company.

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- .4 All other claims arising out of any act or omission of Customer, or Customers or patrons of Customer, in connection with the services made available to Customer pursuant to this agreement. Customer agrees to defend Company against any such claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court cost, settlement payments, and any damages awarded or resulting from any such claim.

.3 Installation, Testing and Maintenance

Installation of Company facilities will be charged on a time and materials basis at rates listed in this tariff.

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition at rates listed in this tariff. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by Company. Company will charge Customers the rates listed in this tariff for any maintenance visits with respect to service problems which are determined not to arise from equipment or facilities provided by Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of labor charges as listed in this tariff for the period of time from when Company Personnel are dispatched to the Customer's premises to when the work is completed. Failure of Company Personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, the labor charges listed in this tariff will apply.

.4 Provision of Equipment and Facilities

Except as otherwise indicated, Customer-provided station equipment at the Customer's Premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

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## INTEREXCHANGE TOLL SERVICES

The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

- .1 the through transmission of signals generated by customer provided equipment or for the quality of, or defects in, such transmission; or
- .2 the reception of signals by customer provided equipment, or
- .3 network control signaling where such signaling is performed by customer provided network control signaling equipment.

.5 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on not less than the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

.6 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by Company hereunder.

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## INTEREXCHANGE TOLL SERVICES

.7 Rights-of-Way

Where economically feasible, Company shall directly or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide service. Except as otherwise provided herein, any and all costs associated with acquiring the rights-of-way up to the point of entry to the customer's location shall be borne entirely by Company. Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at Customer's location to the termination point where service is finally delivered to Customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

.8 Services Provided by Other Companies

Company shall have no responsibility with respect to billings, charges or disputes related to services used by customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

.9 Governmental Authorizations

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Commission or the Federal Communications Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

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.10 Assignment

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

.11 Prohibited Uses

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

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A Customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

.12 Obligations of the Customer

.1 Customer Responsibilities

The Customer shall pay all applicable charges as set forth in this tariff.

The Customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of customer, authorized user, or joint user, or the non-compliance by the customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

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## INTEREXCHANGE TOLL SERVICES

Customer shall arrange access to any of the rights-of-way, conduit and equipment space which it is responsible for obtaining pursuant to Section 5.7 above at any time so that Company's authorized Personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to Customer and Company. Customer acknowledges that, when repair work is required to restore services after interruption, it may be necessary to provide the access on a twenty-four hour, seven-day a week basis. Company shall also have the right to obtain access to the cable installed in Customer provided conduit at any splice or junction box. No credit allowance under Section 5.19 will be made for the period during which service is interrupted for such purposes when access is denied.

The Customer shall make available to Company such space, power, environmental conditioning and other resources at Customer's premises as Company shall request for the provision of service hereunder.

Customer shall provide a safe place to work which complies with all laws and regulations regarding the working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to Section 5.7 above, and at which Company authorized Personnel, employees, or agents may be installing, inspecting, maintaining, replacing, repairing or removing fiber optic cable or other cable or other facilities and equipment.

Customer shall provide the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each customer termination point, without care of premises equipment and building wiring provided by Company as part of the services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and right-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by customer to comply with the lease or other contractual obligations to which customer is a party.

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## INTEREXCHANGE TOLL SERVICES

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses, and permits as may be required to permit customer to comply with its obligations hereunder.

2. Customer Equipment and Channels

A. In General

Customer may transmit or receive information or signals via the services provided by the Company.

B. Station Equipment

Customer provided terminal equipment on the premises of the Customer, authorized user, or joint user, the operating Personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user. Conformance of Customer provided Station Equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

The Customer, authorized user, or joint user is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other Persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

C. Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

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## INTEREXCHANGE TOLL SERVICES

**D** Inspections

Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer, authorized user, or joint user is complying with the requirements set forth in this tariff for installation, operation, and maintenance of customer provided facilities, equipment and wiring in the connection of customer provided facilities and equipment to Company owned facilities and equipment.

**.13** Payment For Service**.1** Billing and Collection of Charges

The Customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. This Customer responsibility also includes charges associated with the fraudulent use of facilities and services by the Customer or any end users of the customer

Customer shall pay the amount(s) as specified in the tariff for the services it obtains pursuant to this tariff. Non-recurring charges, including construction, are due in advance. Fixed recurring charges shall be billed in advance after the service date is determined and will be due no later than thirty (30) days after the date of the invoice. Variable recurring charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. Any amount not received within the thirty (30) day period will be subject to the Company's standard one-time late charge of 1.5% per month, or, if lower, the legal limit applicable to such charges. Customer agrees to review each invoice promptly and to notify the Company of any discrepancies within a reasonable time of receipt of each invoice. In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of the customer's usage of Services in the period in question for billing purposes.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days. This only applies to fixed monthly recurring charges.

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## INTEREXCHANGE TOLL SERVICES

.2 Service Date

At such time as the Company or its Agent completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the Customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for billing.

.3 Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

When a municipal corporation or other political subdivision of the state collects from the Company a license tax, privilege tax, street use tax, franchise fee, permit fee, or any tax, exaction, or fee measured by poles, guys, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exaction Company's and fees shall, insofar as practicable, be billed pro rata to the Customers receiving service within the territorial limits of that municipal corporation or political subdivision.

.4 Minimum Service Term

Service is provided on the basis of a minimum period of at least one month. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

At the expiration of the initial term, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination.

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## INTEREXCHANGE TOLL SERVICES

.5 Non-Sufficient Funds Checks

Checks presented in payment for services and subsequently returned to the Company by the Customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a non-recurring charge per customer, per check, which is consistent with applicable State of Florida law. The Customer's bill will state the amount charged for the returned check.

.6 Deposits

The Company does not require a deposit from the customer.

.7 Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

.14 Discontinuance of Service

Upon non-payment of any amounts owing to the Company, the Company may, by giving ten days' prior written notice to the customer, discontinue or suspend service without incurring any liability.

Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by the Company to provide service to the customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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## INTEREXCHANGE TOLL SERVICES

Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred as determined by a court of law.

.15 Cancellation of Service

- .1 If Customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period as set forth in this tariff all costs, fees and expenses reasonably incurred in connection with 1) all non-recurring charges reasonably expended by the Company to establish service to the Customer, 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer and 3) all recurring charges specified in the applicable service order tariff for the balance of the then current term.
- .2 The Company may immediately and without notice discontinue the furnishing of any and/or all service(s) to the Customer, without incurring any liability, for any of the following reasons:
  - A The Customer has already been given written notice by the Company of any past due amount and that amount remains unpaid in whole or in part after thirty (30) days; or
  - B A dangerous condition exists on the Customer's premises; or
  - C The Customer violates any rule of the Company, which violation adversely affects the safety of the Customer or other persons, or the integrity of the telephone system; or
  - D The Customer causes or permits unauthorized interference with or use of telephone service situated on or about the Customer's premises.

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## INTEREXCHANGE TOLL SERVICES

- .3 The Company, after giving the Customer seven (7) days written notice, may discontinue the furnishing of any and/or all service(s) to the Customer, without incurring any liability, for any of the following reasons:
- .A The Customer refuses to furnish information to the Company regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
  - .B The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
  - .C The Customer uses service to transmit a message, locate a Person or otherwise give or obtain information without payment for the service; or
  - .D The Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its Personnel, agents, facilities or services; or
  - .E The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
    - .1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
    - .2 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - .3 Any other fraudulent means or devices; or
  - .F The Company sends the Customer written notice of non-compliance with any provision of this tariff, and the non-compliance is not corrected.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

.16 Application of Service

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Charles M. Piluso, President  
NORTH AMERICAN TELECOMMUNICATIONS CORPORATION (dba SOUTHEAST TELEPHONE CO.)  
3 Expressway Plaza  
Roslyn Heights, NY 11577

## INTEREXCHANGE TOLL SERVICES

Service is installed and provided upon acceptance by the Company of its standard service contracts completed by the customer. The Company may require a subscriber to sign an application form furnished by the Company to establish their credit to the satisfaction of the Company as a condition precedent to the initial establishment of such service.

.17 Cancellation of Application for Service

Applications for service may be canceled at any time prior to notifications by the Company that service is available for customers on or prior to the service date, whichever is later. Where the Company incurs any expense in connection with applications for service, or where placement of facilities or equipment have begun before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursement, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the application for or provision of service.

The charges described above will be calculated and applied on a case-by-case basis.

.18 Moves, Adds and Changes

Upon receipt of notice from Customer, Company will add, delete or change locations or features of specific lines and equipment. Company shall charge Customer a non-recurring charge for such service. The Company may require a signed authorization from the Customer for additions to or changes in the existing service or application.

.19 Allowances for Interruption in Service

A credit allowance will be given on a per-line basis for any period during which service to any line subscribed to by Customer hereunder is interrupted (including out of service conditions), except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer.

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Issued \_\_\_\_\_

Effective \_\_\_\_\_

Charles M. Piluso, President  
NORTH AMERICAN TELECOMMUNICATIONS CORPORATION (dba SOUTHEAST TELEPHONE CO.)  
3 Expressway Plaza  
Roslyn Heights, NY 11577

## INTEREXCHANGE TOLL SERVICES

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this tariff by Company. An interruption period begins when the Customer reports a service to be interrupted and ends when the Customer releases it for testing and repair, at which point it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

Two or more service interruptions of the same type to the same line of 2 hours or more during any one twenty-four hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one day's fixed recurring charges for such line in any 24-hour period.

Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections.

.1 Interruptions of 24 Hours or Less

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 Minutes	None
30 Minutes - 2 Hours & 59 Minute	1/10 Day
3 Hours - 5 Hours & 59 Minutes	1/5 Day
6 Hours - 8 Hours & 59 Minutes	2/5 Day
9 Hours - 11 Hours & 59 Minutes	3/5 Day
12 Hours - 14 Hours & 59 Minutes	4/5 Day
15 Hours - 23 Hours & 59 Minutes	One Day

.2 Interruptions Over 24 Hours

Interruptions of more than 24 hours will be credited 4 hours for each 4 hour period or fraction thereof. No more than one full day's credit will be allowed in any 24-hour period.

Dated: \_\_\_\_\_

Effective: \_\_\_\_\_

Charles M. Piluso, President  
 NORTH AMERICAN TELECOMMUNICATIONS CORPORATION (dba SOUTHEAST TELEPHONE CO.)  
 3 Expressway Plaza  
 Roslyn Heights, NY 11577

.20 Limitations on Credit Allowances

.1 No credit allowance will be made for:

- .A Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company.
- .B Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the Customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company.
- .C Interruptions of service during any period in which the Company is not given access to the premises at which the Company provided service is interrupted or terminated.
- .D Interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
- .E Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements and the Company or its Agent is actually working on such maintenance or implementation.
- .F Interruptions of service due to circumstances or causes beyond the control of Company.

6. RATES AND CHARGES

Services are available to business and residence customers. The classification of service as business or residence is determined by the character of use of the service as stated in the Definitions Section of this tariff.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Charles M. Piluso, President  
NORTH AMERICAN TELECOMMUNICATIONS CORPORATION (dba SOUTHEAST TELEPHONE CO.)  
3 Expressway Plaza  
Roslyn Heights, NY 11577

## INTEREXCHANGE TOLL SERVICES

.1 In-State Interexchange Toll Service

In-State Interexchange Toll Service provides long-distance calling between Exchanges within the state.

.1 NATC Residence - Interexchange Service

NATC Residence - In-State Interexchange Service is available to residential Customers. It offers residential Customers non-distance sensitive usage rates for all their interexchange calling. Usage charges are based on the time period (Peak / Off Peak) when the call is placed and the duration of the call. In addition, where live or automated operator assistance is required for call completion or billing, applicable operator service call placement charges apply as set forth in Section 6.2.2 of this tariff.

.A Rate Periods

Rate Period	Time Period	Per-Minute Rate
Peak	_AM to but not including _PM local time at the originating city	\$x.xx
Off-Peak	_PM to but not including _AM local time at the originating city	\$x.xx
Holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving, and Christmas)		Off-Peak Rate

.B Usage Rates

The following usage rates apply to residential interexchange calling. Calls are billed in one-minute increments.

Peak	\$X.XX
Off-Peak	\$X.XX

.2 NATC Business- Interexchange Service

Issued \_\_\_\_\_

Effective \_\_\_\_\_

Charles M. Piluso, President  
 NORTH AMERICAN TELECOMMUNICATIONS CORPORATION (dba SOUTHEAST TELEPHONE CO.)  
 3 Expressway Plaza  
 Roslyn Heights, NY 11577

## INTEREXCHANGE TOLL SERVICES

NATC Business - In-State Interexchange Service is available to business Customers. It offers business Customers non-distance sensitive usage rates for all their interexchange calling. Usage charges are based on the time period (Peak / Off Peak) when the call is placed and the duration of the call. In addition, where live or automated operator assistance is required for call completion or billing, applicable operator service call placement charges apply as set forth in Section 6.2.2 of this tariff.

A Rate Periods

Rate Period	Time Period	Per-Minute Rate
Peak	_AM to but not including _PM local time at the originating city	\$x.xx
Off-Peak	PM to but not including _AM local time at the originating city	\$x.xx

B Usage Rates

The following usage rates apply to business interexchange calling. Each call will be billed an 18 second minimum. Usage begins when the called party picks up the receiver (i.e., when two way communication is possible). A call is terminated when either the called party or calling party hangs up. There will be no charge for uncompleted calls. After the initial 18 seconds, calls will be billed in six-second increments.

	Initial 18 Seconds	Add'l 6 Seconds
Peak	\$x.xx	\$x.xx
Off-Peak	\$x.xx	\$x.xx

2 Minimum Call Completion Rate

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

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 3 Expressway Plaza  
 Roslyn Heights, NY 11577

## INTEREXCHANGE TOLL SERVICES

.3 Operator Services.1 Directory Assistance

Customers may obtain directory assistance in determining telephone numbers for a charge by calling the Directory Assistance (D.A.) operator. A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut-off during the call.

D.A. Charge Per Call

Free Call Allowance

x Free Calls Per Month

\$x.xx

.2 Operator Services

Interexchange toll calls may be completed or billed with live or mechanized assistance by a Company operator. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Call Placement Charges as well as applicable usage charges apply to each call. Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party requests interruption, and, as such, both the Busy Verification and Emergency Interrupt charge will apply.

	<u>Call Placement Charge</u>
Customer Dialed (Automated) Calling Card	\$x.xx
Operator Dialed Calling Card	\$x.xx
Person-to-Person (including Collect, 3rd Party)	\$x.xx
Station-to-Station (includes all other op. asst'd calls)	\$x.xx
Third Party Station-to-Station	\$x.xx
Operator Dialed Surcharge (applies on 0- dialed calls)	\$x.xx
Busy Verification	\$x.xx
Emergency Interrupt	\$x.xx

Issued \_\_\_\_\_

Effective \_\_\_\_\_

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 3 Expressway Plaza  
 Roslyn Heights, NY 11577

## INTEREXCHANGE TOLL SERVICES

.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 Florida Public Service Commission with specific starting and ending dates.

.5 Special Rates For The Handicapped

.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.

.2 Hearing and Speech Impaired Persons

In-state tol. message rates for TDD users shall be off-peak rates for all calls.

.3 Telecommunications Relay Service

For in-state 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 the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Charles M. Piluso, President  
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3 Expressway Plaza  
Roslyn Heights, NY 11577



LAW OFFICES

# SHOOK, HARDY & BACON LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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Rodney L. Joyce  
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May 1, 1998

DEPOSIT	DATE
D768	MAY 04 1998

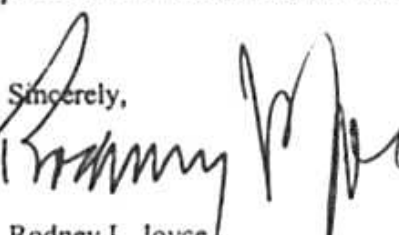
Florida Public Service Commission  
Division of Administration  
Gerald Gunter Building  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

980609-TI

Dear Sir/Madam:

Enclosed for filing is the original and six copies of the application of North American Telecommunications Corp. (c/b/a Southeast Telephone Company) for authority to provide interexchange telecommunications service in Florida. Also enclosed is the \$250 filing fee for this application. Please note that the applicant already has been certified to provide local exchange service in Florida. (See Order Granting Certificate in Dkt. No. 97143-TX, dated Jan. 14, 1998) (Certificate No. 5314).

Please date stamp the extra copy of the application and return it to me in the prepared envelope which is enclosed.

Sincerely,  


Rodney L. Joyce  
Counsel for North American  
Telecommunications Corporation

DOCUMENT NUMBER - DATE

05002 MAY-48

FPSC REFERENCE

1366

NORTH AMERICAN TELECOMMUNICATIONS CORP.  
3 EXPRESSWAY PL.  
ROSLYN HEIGHTS, NY 11577

4/29 1998 <sup>10-1063</sup> 822  
214

PAY TO THE ORDER OF Florida Public Service Commission \$ 250 00  
Two Hundred fifty <sup>xx/100</sup> DOLLARS

**UNITED BANK OF NEW YORK**

MEMO: Interchange for Florida

