# **MCWHIRTER REEVES** ATTORNEYS AT LAW

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PLEASE REPLY TO:

TALLAHASSEE

June 9, 2000



Blanca S. Bayo, Director Division of Records and Reporting **Betty Easley Conference Center** 4075 Esplanade Way Tallahassee, Florida 32399-0870

Re: Docket No.:000507-TX

Dear Ms. Bayo:

VGK/bae

Enclosure

cc:

Tommy Willia

w/enclosures

Karen Cerami w/enclosures

APP CAF

CMF

COM

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**ECR** 

.EC )PC

On behalf of Speedy Reconnect, enclosed for filing and distribution are the original and 6 copies of the following:

Revised Tariff.

Please acknowledge receipt of the above on the extra copy of each and return the stamped copies to me in the envelope provided. Thank you for your assistance.

Yours truly,

Villis Indre Laufman

ORIGINAL

Vicki Gordon Kaufman

	RECEIVED & FILED
ms	FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

TALLAHASSEE OFFICE: 117 SOUTH GADSDEN AHASSEE, FLORIDA 3

JUN-9 PM 4:

MCWHIRTER, REEVES, MCGLOTHLIN, DAVIDSON, DECKER, KAUFMAN, ARNOLOS PERUNA-9

FPSC-RECORDS/REPORTING

Florida Price List No. 1 Original Sheet 4

#### SYMBOLS SHEET

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

- **D** Delete Or Discontinue
- I Change Resulting In An Increase to A Customer's Bill
- M Moved From Another Price List Location
- N New
- **R** Change Resulting In A Reduction To A Customer's Bill
- T Change in Text Or Regulation But No Change In Rate Or Charge

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EFFECTIVE:

By:

Sidney M. Cerami, General Manager 3025 20<sup>th</sup> Street, Suite A Metairie, Louisiana 70002

Florida Price List No. 1 **Original Sheet 5** 

#### PRICE LIST FORMAT SHEETS

Α. **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 price list. 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 price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

**C**. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

> 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.l. (a). 2.1.1.A.1. (a) .I. 2.1.1.A.1. (a) .I. (i) . 2.1.1.A.1. (a) .I. (i) . (1) .

D. Check Sheets - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the 6nly changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list 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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Florida Price List No. 1 Original Sheet 6

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

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

Company or Carrier - Speedy Reconnect, Inc.

Speedy - Speedy Reconnect, Inc.

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

#### 2.1 **Responsibilities and Limitations of the Company**

Speedy will be responsible for providing telephone service to your dwelling. Speedy will not be responsible for the internal wiring, jacks, individual telephone connections, or any other parts telecommunications devices or data connections. Speedy will provide repair services at a normal cost, or provide a list of independent telephone repair companies. Customer may choose any individual or company of your choice to provide these services at the customers expense. Any work performed on my line which is not approved by Speedy, will be done at my own risk and expense.

If phone service terminates due to Speedy's fault, Speedy or it's escrow provider will refund a pro rate amount of Customer's monthly service payment for the period of time in which service was not received as such time period is reflected in the telephone companies records. Customer may not make an additional claim against Speedy for any damages resulting from terminated service, even if Customer is likely to rely on phone service for emergency call to 911 and the like. If Customer's phone service terminates for reasons beyond Speedy's control such as storms, strikes, broken wires, etc., Customer is not entitled to any refund except as may be required by applicable law or regulation.

#### 2.2 **Customer's Understanding and Responsibilities**

Customer must pay for service in the a timely fashion as described in Section 3 below. If Customer has any questions or problems {including repair} regarding its telephone service, Customer must contact the Speedy office directly. Customer understands that its telephone service could be disconnected for not paying my monthly bill on time or in full, for any long distance charges being billed to its telephone number, and for making unauthorized changes in its telephone services. Customer understands that Speedy places long distance restrictions on all customer telephone services. These restrictions include any or all of the following types of calls: direct-dial long distance calls; collect calls; operated assisted calls; third number-billed calls. Customer understands that such blocks are not 100% effective. Customer is aware that if any long distance or toll { including 800, 900, or 976} charges are billed to Customer's telephone number Customer will be responsible to pay all such charges plus a penalty charge.

Customer agrees to indemnify and hold Speedy and its representatives harmless and free of any legal action for any claims other than for negligence of Speedy that may occur as a result of assisting Customer with its telephone service. If Speedy Reconnect must resort to legal action to collect on

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Customer's bill, Customer will be responsible for all legal fees and court cost. Any disputes or controversies arising out of the subject matter of this agreement, where the injured party or parties claim damages individual or in the aggregate in excess of \$3,000.00, shall be decided by arbitration. The parties will select a mutually agreeable arbitrator, or if one cannot be agreed upon, then the party with the claim may request the superior court in the parish or county in which the claimant resides to appoint an arbitrator in accordance with Florida law. The decision of the arbitrator is final.

Customer understands that it is entering into a contractual agreement with the Company to act as its communications representative for all negotiations with BellSouth telephone company for services. Under the terms of Customer's agreement with the Company, Customer authorizes the company to handle all negotiations for service request, and the issuance of orders on our telephone service at the address Customer has provided on its agreement and on the phone number issued Customer by Speedy until further notice. Customer's authorization does not preclude Customer's ability to act in its own behalf to change service providers.

# 2.3 <u>911 Service</u>

The Company shall make access to 911 emergency services at a level at least equivalent to the service provided by the incumbent local exchange company. Further, it must state that 911 services shall be maintained for the duration of any temporary disconnect for non-payment of a residential subscriber's local service.

### 2.4 <u>Telecommunications Relay Service</u>

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

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# **SECTION 3 - BASIC SERVICE DESCRIPTION AND RATES**

# 3.1 Service Description

The Company provides prepaid resold basic local exchange service. The Company also offers some additional features. The company offers access to 911, operator services, and relay services.

# 3.2 <u>Rates</u>

Customer's payment will be due on the same day each month for the following months service.

**Recurring charges:** 

\$49.00 a month for basic local service
\$5.00 a month for each additional feature offered, except caller-id deluxe
\$10.00 a month for caller-id
\$15.00 a month for caller-id deluxe (call waiting, call forwarding, speed calling, call return, unpublished number, three-way calling)

If optional service is added after the initial sign up, a processing fee will be imposed for such service.

### Non-recurring charges:

\$10.00 one-time setup fee for caller-id feature\$20.00 connection fee\$35.00 reconnect fee after disconnection\$35.00 to transfer service from one location to another

All prices are plus all applicable state and local sales taxes.

Prices for any repair items are actual costs charged by BellSouth to Speedy Reconnect.

Late fee:

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If your payment is not received by Speedy Reconnect Inc. by your due date, your account will be considered delinquent. A \$5.00 late charge (1-7 days after due date) will be assessed.

Accounts delinquent for 7 days, will be disconnected on the next business day. Any Customer that has service disconnected by Speedy will be required to pay a reconnect fee of \$35.00, as well as \$49.00 monthly fee to get service turned back on.

\*\*\*Special Note\*\*\*Example: If Customer's account is due on the 1<sup>st</sup> of the month, and Customer pays on the 3<sup>rd</sup> of that month, Customer's next month's payment will still be due on first of the 1<sup>st</sup> of that month.

#### First Month's Bill:

Since Customer's phone will take 5 working days to be turned on, Speedy will not charge Customer for the first 5 calendar days from the day Customer signs up for service. Ex. If a Customer signs up for service on the  $5^{th}$  of the month, the payment for the next month will be due on the tenth of that month.

#### Long distance penalties:

Speedy does not provide long distance services. Any long distance (including Calling Card) charges being billed to Customer's telephone number will be the responsibility of the Customer and must be paid in full. In addition, any such charges will incur an additional penalty of \$5.00 per telephone company billing.

#### Refunds:

Refunds of the processing/application payment are not given if the application for service is approved based on false information provided to Speedy, or the applicant fails to accept the terms of the contact addendum, or his former telephone company accepts the applicant back on service as a result of Speedy's involvement.

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#### 3.3 Hearing and Speech Impaired Customers

#### 3.3.1 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 price list rates for every call in excess of 50 within a billing cycle.

### 3.3.2 Basic Service Description

If basic service is offered, the Company will offer access to 911, operator services, and relay services.

#### 3.3.3 Service Quality Description

If a reseller, the Company will give a quality of service to its customers at a level at least equivalent to the service provided to them by the incumbent local exchange company.

If facility based, the customer can expect a quality of service at a level at least equivalent to the service of the incumbent local exchange company.

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# SECTION 4 - MISCELLANEOUS SERVICES

# 4.1 Directory Assistance

There is no charge for the first three calls per month to Directory Assistance. The Customer can request a maximum of two numbers per call to Directory Assistance. Call completion service is provided when the Customer requests that the Directory Assistance operator call the Directory Assistance number requested. All completed calls will be charged the Directory Assistance Call Completion charge, in addition to any other appropriate charges. The service charges for each service are noted below:

Α.	Directory Assistance	\$0.40
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B. Directory Assistance Call Completion \$0.40

# 4.2 Directory Listings

One listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to use the Customer's service. Telephone numbers of nonpublished service are not listed in the Telephone Company's directories or on directory assistance records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party. The charges listed below are monthly charges and are the same for both Residence or Business Customers.

Α.	Non-Published Number, per line	\$ 2.35
В.	Non-Listed Number, per line	1.00
<b>C</b> .	Additional Listing, per listing	1.25

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# SECTION 4 - MISCELLANEOUS SERVICES

#### 4.3 Local Operator Services

A per-call service charge applies in addition to the per minute usage rates when applicable. The service charge applies in all rate periods and is as follows:

Α.	Customer Dialed Calling Card	\$0.75	
B.	Station to Station operator assisted, collect, third party		\$1.00
C.	Person-to-Person operator assisted local call		\$2.50
D.	Operator Busy Verification		\$0.95
E.	Operator Emergency Interruption		\$0.45

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#### 4.4 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company1s sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and 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.

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