

REQUEST TO ESTABLISH DOCKET  
(Please Type)

Date: April 8, 2009      Docket No. 090174

1. Division Name/Staff Name: Division of Regulatory Compliance/Toni Earnhart

2. OPR: Toni Earnhart, RCP

3. OCR: GCO

4. Suggested Docket Title: Acknowledgement of registration a intrastate interexchange telecommunications company by New Venture L.L.C.

5. Suggested Docket Mailing List (attach separate sheet if necessary)
- A. Provide NAMES OR ACRONYMS ONLY if a regulated company.
  - B. Provide COMPLETE NAME AND ADDRESS for all others. (Match representatives to companies.)
    - 1. Parties and their representatives (if any):

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09 APR - 8 PM 3: 25  
COMMISSION  
CLERK

2. Interested persons and their representatives (if any):

6. Check one:

- Documentation is attached.
- Documentation will be provided with recommendation.

IXC REGISTRATION FORM

Company Name NEW VENTURE L.L.C.

Florida Secretary of State Registration No. LO5000052876

Fictitious Name(s) as filed at Fla. Sec. of State —

Company Mailing Name NEW VENTURE L.L.C.

Mailing Address 1631 E Vine St C Kissimmee, FL 34744

Web Address NA

E-mail Address RNunez36@CFL.RR.COM

Physical Address 1631 E Vine St C Kissimmee, FL 34744

Company Liaison Ricardo Nunez

Title Owner - President

Phone 407-574-7648

Fax 888-746-5478

E-mail address rnunez36@cfl.rr.com

Consumer Liaison to PSC SAME AS ABOVE

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail address \_\_\_\_\_

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

[Signature]  
Signature of Company Representative

Ricardo Nunez  
Printed/Typed Name of Representative

3/30/09  
Date

2009 APR -8 AM 9:19  
DIVISION OF  
REGULATORY COMPLIANCE

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## Detail by Entity Name

### Florida Limited Liability Company

NEW VENTURE L.L.C.

### Filing Information

**Document Number** L05000052876  
**FEI/EIN Number** 510547037  
**Date Filed** 05/27/2005  
**State** FL  
**Status** ACTIVE

### Principal Address

1631 E VINE ST C  
KISSIMMEE FL 34744 US

Changed 02/06/2009

### Mailing Address

1631 E VINE ST C  
KISSIMMEE FL 34744 US

Changed 02/06/2009

### Registered Agent Name & Address

NUNEZ, RICARDO M  
829 MARQUIS CT  
KISSIMMEE FL 34759 US

Address Changed: 02/01/2007

### Manager/Member Detail

#### Name & Address

Title MR.

NUNEZ, RICARDO M  
829 MARQUIS CT  
KISSIMMEE FL 34759

### Annual Reports

Report Year	Filed Date
2007	02/01/2007
2008	02/11/2008
2009	02/06/2009

### Document Images

02/06/2009 -- ANNUAL REPORT	<a href="#">View Image in PDF format</a>
02/11/2008 -- ANNUAL REPORT	<a href="#">View Image in PDF format</a>
02/01/2007 -- ANNUAL REPORT	<a href="#">View Image in PDF format</a>
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05/27/2005 -- Florida Limited Liability	<a href="#">View Image in PDF format</a>

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**TITLE SHEET****FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by New Venture L.L.C., with principal offices at 1631 E Vine Street C, Kissimmee, FL 34744. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED: April 1, 2009

EFFECTIVE:

By:

Ricardo Nunez - President  
1631 E Vine Street C  
Kissimmee, FL 34744

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**CHECK SHEET**

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
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**SYMBOLS SHEET**

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

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## TARIFF FORMAT SHEETS

**A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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

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

**D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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

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

Company or Carrier – New Venture L.L.C.

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

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

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

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Payphone Charges – A fee assessed when a call is placed from a payphone

Maintenance Fee – A charge for network maintenance and upkeep.

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

### **2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a pre-paid basis unless specifically arranged under other terms.

### **2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of this tariff.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.2 Limitations (Cont.)**

2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

**2.3 Liabilities of the Company**

2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

2.3.2 The Company shall be indemnified and held harmless by the customer against:

(A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.

(B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.4 Interruption of Service**

2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.5 Disconnection of Service by Carrier**

The company (carrier), upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

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## **SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

### **2.6 Deposits**

The Company does not require a deposit from the customer.

### **2.7 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.

### **2.8 Taxes**

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

### **2.9 Billing of Calls**

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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## SECTION 3 - DESCRIPTION OF SERVICE

### 3.1 Prepaid Calling Card Services

#### 3.1.1 General

The Company may produce and arrange for the distribution and sale of Prepaid Calling Cards. The Prepaid Calling Cards will be brand marked New Venture L.L.C.

All Prepaid Calling Card Services are interstate and international offerings with the Customer having the ability to use the Prepaid Calling Card to place calls within the state. All applicable fees, directions for use, and customer service information are included on the back of the Cards or on the packaging. Prepaid Calling Cards have no cash redemption value. The Company is not responsible for lost or stolen Cards, or PINs, or unauthorized use.

3.1.1.1 Customers may purchase the Company's Prepaid Calling Cards at a variety of retail outlets or through other distribution channels.

3.1.1.2 Prepaid Calling Card Services will be available with designated Card face values such as two dollars (\$2.00), three dollars (\$3.00), five dollars (\$5.00), ten dollars (\$10.00), twenty dollars (\$20.00), or alternatively, other values in one-cent (\$.01) U.S. increments. The following cards are subject to the rates set forth in Section 4, and may be purchased in two dollar, three dollar, five dollar, or ten dollar increments: EL Carro, EL As Gurado, EL E-Grante, EL-Morse-Kod, EL In Ocente

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)****3.1 Prepaid Calling Card Services (cont'd.)****3.1.2 Description of Service**

The Company's Prepaid Calling Card Service is a prepaid long distance Service that allows Customers to obtain a predetermined amount of access to the Company's long distance Services by purchasing the Company's Prepaid Calling Cards. The Cards are a cash-value-based Service with fixed face values on the Cards that are available to the Customer that purchases the Cards. Some Cards may include a recharge option as set forth in Section 3.1.3.

**3.1.2.1 Prepaid Calling Card Usage**

- A. Prepaid Calling Card Service is offered via access numbers printed on the back of the Cards. The Customer dials the access number on the Card and is then prompted by an automated voice response system to enter the Authorization Code (or PIN), which is either included on the back of the Card or otherwise provided to the Customer upon purchase. The Customer then enters the called telephone number. A PIN is not required if the Card provides for ANI registration and the Customer registers its ANI with the Company.
- B. The Calling Card Platform validates the PIN or ANI, determines the time remaining on the Card, which is prompted to the caller, and completes the call.
- C. Billing for a call begins when the Platform receives a signal that the called-to number is answered. Billing ends when the Platform receives a signal that the calling or called party has terminated the call. Upon call termination, the total consumed cost for each call is deducted from the remaining balance on the Card.
- D. Calls are billed in increments ranging from one to five minutes depending on the specific calling Card and the destination called.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)****3.1 Prepaid Calling Card Services (cont'd.)**

- E. All calls must be charged against a Card that has a sufficient balance. All callers will receive a warning tone one (1) minute before the balance is reduced to zero (0). The call will be interrupted when the balance is reduced to zero (0).
- F. Calling Cards are only valid if activated by an authorized distributor or reseller and used prior to their expiration dates. The Company will not refund unused balances after Cards have expired.

**3.1.3 Extra Features**

The following extra features may be available on some of the Company's Cards:

- A. ANI Registration – Cards that have an ANI registration option will be disclosed as such. For these Cards, a Customer has the option of registering its ANI with the Company so that it is not necessary to input the PIN number for the call to be validated.
- B. Recharge Option – Cards that have the recharge option will be disclosed as such. For these Cards, Customers may select an amount of access to the Company's Service from a choice of pre-designated amounts. A Customer may recharge the Cards by selecting one of the pre-designated amounts.

**3.1.4 Call Blocking**

The Company will block calls made to the following types of numbers: "500," "700," "855," "900," "976," "411," "555," "885," "886," and "872." These types of calls, therefore cannot be completed.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)****3.1 Prepaid Calling Card Services (cont'd.)****3.1.5 Customer Service**

Customers may dial the customer service number on the back of the Card twenty-four (24) hours per day, seven (7) days per week to report any problems with the Card or Service. A live operator is available to take calls from 10:00 a.m. to 10:00 p.m. ET. When a live operator is not available, Customers may leave messages regarding their questions or concerns and the Company will return messages within one (1) business day from the date messages are received.

**3.1.6 Credits**

3.1.6.1 To receive credit, the Customer must promptly notify the Company at the designated toll free number on the back of the Card and furnish the PIN, the called number, the trouble experienced, and the approximate time the call was placed.

3.1.6.2 With the provision of the above information, the Customer will receive a credit equivalent of up to one (1) minute under the following circumstances:

A. When a call charged to a Prepaid Calling Card is interrupted due to a cut-off or one-way transmission.

B. Credit for failure of Service shall also be allowed for failure of power, equipment, or systems, which are provided for and are the responsibility of the Company if such failures occur while a completed call is in progress.

3.1.6.3 Credit allowances will not be given for interruptions that are due to the failure of power, equipment, or systems not provided by the Company.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)****3.1 Prepaid Calling Card Services (cont'd.)**

3.1.6.4 Credit allowances will not exceed the amount of usage deducted from the card balance.

3.1.6.5 No credits will be provided in the event of any force majeure events.

**3.1.7 Refunds**

If a Prepaid Calling Card is unusable for reasons beyond the Customer's control, the Card has not exceeded the expiration period, and the retail outlet has not provided a replacement card, a Customer may submit a refund request by calling customer service and providing all relevant information. Upon verification that a refund is due, the Customer will be provided with either a replacement card equal to the value remaining in the account, or if possible, the equivalent value on the Customer's card. Card replacements will be accomplished either via the retail outlet where the card was purchased or sent to the Customer's address, at the option of the Customer. No monetary refunds will be provided.

The refund will be provided to the Customer within sixty (60) days of notification by the Customer of the problem.

**3.2 Discontinuance of Prepaid Calling Card Service**

If the Company wishes to discontinue Service, it will ensure either through its contracts with its network providers, distributors, or marketing agents, or other means, that purchased Cards remain usable through their expiration dates or, if the Card does not have an expiration date, for one (1) year from the date of first use, or that Customers are otherwise made whole.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)****3.3 Timing of Calls****3.3.1 When Billing Charges Begin and End For Phone Calls**

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

**3.3.2 Billing Increments**

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute increments.

**3.3.3 Per Call Billing Charges**

Billing will be rounded up to the nearest penny for each call.

**3.3.4 Uncompleted Calls**

There shall be no charges for uncompleted calls.

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)****3.4 Calculation of Distance** (For IXCs with distance sensitive rates.)

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

**FORMULA:**

The square  
root of:

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

**3.5 Minimum Call Completion Rate**

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

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)****3.6 Service Offerings****3.6.1 New Venture L.L.C. Long Distance Service**

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

**3.6.2 New Venture L.L.C. 800/888 (Inbound) Long Distance Service**

New Venture L.L.C. 800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration. A \$10.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

**3.6.3 New Venture L.L.C. Pre-Paid Calling Card**

New Venture L.L.C. offers under different product names, prepaid phone cards Domestic and International calling. Calls are billed in two (2) minute increments after the initial minimum period of two (2) minute. All cards expire 90 days after first use or one year after activation. Minutes shall be announced on one single non-payphone call. These card products shall have fees not exceeding the rates associated with their terms of use .

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**SECTION 3 - DESCRIPTION OF SERVICE (CONT'D.)****3.6 Service Offerings (cont'd.)****3.6.4 Operator Services**

The Company's operator services are provided to residential and business customers who "**pre-subscribe**" to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

**3.6.4.A Operator Dialed Surcharge**

This surcharge applies to calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a customer cannot otherwise dial the call due to defective equipment or trouble on the Point Exchange Communication, Inc. network; and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

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**SECTION 4 - RATES****4.1 New Venture L.L.C. Long Distance Service**

Rate per minute intrastate - \$0.50.  
Plan is billed in full minute increments.

**4.2 New Venture L.L.C. 800/888 (Inbound) Long Distance Service**

Rate per minute - \$0.50.  
Plan is billed in six second increments with a six second minimum.

**4.3 New Venture L.L.C. Pre-Paid Calling Card****4.3.1 Maximum Rates and Charges for Prepaid Calling Card Services Are As Follows:**

A base per minute rate of up to \$.99 per minute.

**Disconnection Fee** up to \$0.99 shall be charged upon the end of the call.

**Maintenance Fee** is assessed within twenty-four (24) hours after the first call and will recur every 7 days thereafter. The maintenance fee will not exceed \$0.99.

**4.4 Payphone Surcharge**

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, *i.e.*, calls originating using a carrier's access code, a Customer's 800 and other toll-free numbers, calling cards, and prepaid phone card calls, from payphone instruments.

The Customer shall pay the Company a per call pay phone surcharge of up to \$0.99 per call for all such traffic.

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ISSUED: April 1, 2009

EFFECTIVE:

By:

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**SECTION 4 – RATES (CONT'D)****4.5 Promotional Offerings**

The Company may from time to time make promotional offerings available in which the rates and charges differ from the tariffed rates in Section 4.1-4.3. These offerings will be limited to certain Cards and dates and the Commission will be notified as required of these promotions.

**4.6 Operator Services (For presubscribed customers)**

4.4.1 **Usage Rates:** The appropriate rate found under 4.1 or 4.3 shall apply.

4.4.2 **Operator Charges:**

Collect Station-to-Station	\$1.00
Collect Person-to-Person	\$3.25
Person-to-Person	\$3.25
Station-to-Station	\$1.00
Customer Dialed Calling Card	\$1.00
Operator Dialed Calling Card	\$1.75
Operator Dialed Surcharge	\$0.75

**4.6 Determining Applicable Rate in Effect (If IXC rates are time of day sensitive)**

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

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**SECTION 4 – RATES (CONT'D)****4.7 Payment of Calls****4.6.1 Late Payment Charges**

A late payment Charge of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

**4.6.2 Return Check Charges**

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

**4.8 Restoration of Service**

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

**4.9 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 FPSC with specific starting and ending dates, and be made part of this tariff.

**4.10 Special Rates For The Handicapped****4.10.1 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice 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. 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.

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