NOWALSKY & BRONSTON, L.L.P. ATTORNEYS AT LAW

LEON L NOWALSKY

MONICA R. BORNE

3500 NORTH CAUSEWAY BOULEVARD SUITE 1442 METAIRIE, LOUISIANA 70002 TELEPHONE, (504) 832-1984 FACSIMILE, (504) 831-0892 E-MAIL: NowalBronilaol.com

June 5, 1997

BENJAMIN W BRONSTON

EDWARD P. GOTHARD Of Counsel

DATE

JUN 0 6 1997

9714.50-11

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

RE: NTI TELECOM, INC.

Dear Sirs:

Enclosed herewith for filing please find an original and twelve (12) copies of the application for authority to provide interexchange telecommunications service, including operator assisted services, submitted on behalf of NTI Telecom, Inc.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this letter in the self-addressed evelope provided.

Thank you for your assistance. If you should have any questions, please do not hesitate to contact this office.

Sincere

D540 ···

Enclosure

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



ULIGHAR TLE COPY

** FLORIDA PUBLIC SERVICE COMMISSION **

DIVISION OF COMMUNICATIONS BUREAU OF SERVICE EVALUATION 101 E. Gaines Street Fletcher Building Tallahassee, Florida 32399-0866

970680-TI

APPLICATION FORM

for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE WITHIN THE STATE OF PLORIDA

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 101 East Gaires Street Tallahassee, Florida 32399-0866 (904) 488-1280

E. Once completed, submit the original and twelve (12) copies of this form along with a non-refundable application fee of \$250.00 to:

> Florida Public Service Commission Division of Administration, Room G-50 101 East Gaines Street Tallahassee, Florida 32399-0850 (904) 488-4733

FORM PSC/CMU 31 (4/91) Required by Commission Rule Nos. 25-24.471, 25-24.473 & 25-24.480(2)

l

DOCUMENT NUMBER - DATE

05630 JUN-65

FPSC-RECORDS/REPORTING

- 1. This is an application for (check one):
 - (x) Original Authority (New company).
 - () Approval of Transfer (To another certificated company).
 - () Approval of Assignment of existing certificate (To a noncertificated company).
 - Approval for transfer of control (To another certificated company).
- Name of corporation, partnership, cooperative, joint 2. venture or sole proprietorship: NTI Telecom, Inc.
- Name under which the applicant will do business 3. (fictitious name, etc.): NTI Telecom, Inc.
- National address (including street name & number, post 4. office box, city, state and zip code). 101 Convention Center Drive, Suite P-125 Las Vegas, Nevada 89109
- 5. Florida & idress (including street name & number, post office box, city, state and zip code): None
- 6. Structure of organization;
 - () Individual () Corporation
 (X) Foreign Corporation () Foreign Partnership

 - () General Partnership () Limited Partnership () Other, ____
- 7. If applicant is an individual or partnership, please give name; title and address of sole proprietor or partners.
 - (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

FORM PSC/CMU 31 (4/91)

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

Fictitious name registration number:

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

> adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

(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.

- 8. If incorporated, please give:
 - (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: F97000001787

- (b) Name and address of the company's Florida registered agent.NRAI Services, Inc. 526 E. Park Avenue Tallahassee, FL 32301
- (c) 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. If so, please explain.

1 124 17

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. No.	
9.	Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):	
	 (a) The application; Monica R. Borne Nowalsky, Bronston & Gothar Ph. (504) 832-1984 Fx. (504) 831-0892 (b) Offical Point of Contact for the ongoing operations of the company; Michael Gorts, President 101 Convention Center DR., Suite P-125 	
	Las Vegas, NV 89109 Ph. (702) 73 (c) Tariff; Monica R. Borne Nowalsky, Bronston & Gothard 3500 N. Causeway Blvd., Suite 1442, Metairie, LA 70 (d) Complaints/Inquiries from customers;	
10.	Danielle Collier 101 Convention Center Dr., Suite P-125 Las Vegas, NV 89109 Ph. 1-800-303-9164 List the states in which the applicant:	
	 (a) Has operated as an interexchange carrier. Nevada 	
	(b) Has applications pending to be certificated as an interexchange carrier. Arizona, California, Iowa, Louisiana, and New York	
	(c) Is certificated to operate as an interexchange carrier. Nevada	
	(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved. None.	





None.

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None.

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

____ HTS 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 it FGB ____ Method of access is FGD Method of access is 800

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

-	Method	OI	access	15	FGA
	Method	of	access	is	FGB
X	Method	of	access	is	FGD
	Method	of	access	is	800

____ HTS for pay telephone service providers

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

X 800 Service (Toll free)

FORM PSC/CMU 31 (4/91)

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<u>X</u> WATS type served <u>X</u> Method of acco <u>X</u> Method of acco	ess is via ded	icated facil:	ities
Private Line se (For ex. 1.544			
X Travel Service Method of X Method of	access is 950 access is 800	e -	••
900 service		r.	
X Operator Servic X Available to p X Available to n example to patr universities, p Available to i Available to i	oresubscribed of on presubscrib cons of hotels, patients in hose	oed customers , students ir	(for
Services included a	re:		

1.1

X Station assistance

X Person to Person assistance

<u>x</u> Directory assistance <u>x</u> Operator verify and interrupt

Conference Calling

___ Other:

٠.

12. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

1+ number

0+ number

- 13. What services will the applicant offer to other certificated telephone companies:
 - () Facilities. () Operators.
 () Billing and Collection. () Sales.

 - () Maintenance.
 - () Other:

- 14. Will your marketing program:
 - (X) Pay commissions?
 - () Offer sales franchises?
 - () Offer multi-level sales incentives?() Offer other sales incentives?
- 15. Explain any of the offers checked in question 15 (To whom, what amount, type of franchise, etc.). Commissions paid to sales force or agents based upon sales volume.
- 16. Who will receive the bills for your service (Check all that apply)?
 - (x) Residential customers.
 (x) Business customers.
 (x) PATS providers.
 (x) PATS station end-users.

 - (y) Hotels & motels. () Hotel & motel guests.
 - () Universities. () Univ. dormitory residents. () Other: (specify)_____
- 17. Please provide the following (if applicable):
 - (a) Will the name of your company appear on the bill for your servicer, and if not who will the billed party contact to ask questions about the bill (provide name and phone num er) and how is this information provided?
 - Yes.
 - (b) Name and address of the firm who will bill for your service.

FTT 3475 Lenox Rd, NE, Suite 400 Atlanta, GA 30326

10. A G

18. 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). Tariff attached.

** 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.
- GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
- SALES TAX: I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- APPLICATION FEE: A non-refundable application fee of \$250.00 must be submitted with the application.
- 5. LEC BYPASS RESTRICTIONS: I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
- 6. RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Ser ice 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 telephone service.
- 7. ACCURACY OF APPLICATION: By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Michael Gorts Typed name and signature of owner or chief officer.

Date

ATTACHMENTS:

÷.,

- A CERTIFICATE TRANSFER STATEMENT
- B CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C INTRASTATE NETWORK
- D FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
- E GLOSSARY

FORM PSC/CMU 31 (4/91)

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** 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.)

10

Gorts Typed name and signature of

Owner or Chief officer

President Title 63 Date

which is the

** APPENDIX A **

CERTIFICATE TRANSFER STATEMENT

NOT APPLICABLE

I, (TYPED NAME) current holder of certificate number _____, have

reviewed this application and join in the petitioner's request.

Signature of owner or chief officer of the certificate holder

Title

Date

-9-

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** 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.)

-10-

Gorts Typed name and signature of

Owner or Chief officer

President Title (0)



** APPENDIX C **

INTRASTATE NETWORK

- POP: Addresses where located, and indicate if owned or leased. Will use underlying carrier POPs.
 - 1) 2)
- SWITCHES: Address where located, by type of switch, and indicate if owned or leased.
 - 1) 2)
 - 3) 4)
- TRANSHISSION FACILITIES: Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

n/a

- 1) POP-to-POP TYPE OWNERSHIP
- 2) .
- 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).

Statewide (All)



- CURRENT FLORIDA INTRASTATE SERVICES: Applicant has 6. () or has not (χ) previously provided intrastate telecommunications in Florida. If the answer is <u>has</u>, fully describe the following:
 - What services have been provided and when did a) these services begin?
 - If the services are not currently offered, when b) were they discontinued?

-Michael Gorts

Typed name and signature or Owner or Chief officer.

President Title Date

FLOWIDA TELEPHONE EXCHANCES

•

Zephyrhills	Sopchoppy	Paruces	McIntosh	Islamorada	rt.Lauperdate	
Tules	Sneedt	Palmetto	Mayo	Inverness		
Youngstown-fount	Silver Spe. Shores.	Falm Coast	Nevel (16		Et Canna	Callery
19/14 58 1047				Interlactor	Forest	"edar Ceys
Vanhanna	Shallow	Palatka	Karlama	Indiantown	Fla Boys Ranch	Carrabelle
Unter Park	Sebring	Pahokee	Marco Island	Indian Laka	Florahone	Cape Male
Winter Kaven	Sebastian	Paca	Marathon	Innokalee	Flagter Basch	Cape Coral
Winter Garden	Seagrove Beach	Oviedo	Malone	Budson	Fernandina Beach	Cantorment
Windermers	Sarasota	Orlando	Nadison	Howey	Everglades	Lattanan,
Williston	Santa Rosa Beach	Orange Springs	MacClenney	Nosford		
Vildwood	Sanibel-Captiva	Orange Park	Luraville	nomosasaa Springs.		
white Springs	Sanford	Orange City	Lynn Haven	BORRESTERIC		
Vewahitchka	Sanderson	Old Town	Live Oak	Bot lywood	cardpoint	Brookeville
Westville	San Antonio	Oklavaha	Lehigh Acres	HOLLEY MAVAFFE	cast or ages	
West Palm Beach	Salt Springe	Okeecholee	Leesburg	sous acos		kronton
West Kissimmet	St. Peteraburg				Discuting reserves	Bristol
Vellborn	St. Narka	Oak Hill	Lawtey	sbunde ubin	Doubles Back	Branford.
Velaka	st. claud	North Port	Laurel Hill	naw Chorne	ventary seath	
Weekfwachee Sps	St. Augustins	North Maples	Lakeland		Deless and ingener	
Vauchula	Reynolds Hill	North Key Largo	Lake Wales	ebuizees		۰.,
Walnut Hill	Ready Creek	North Fort Myers	Lake Placid	Haines City	_output aprings	boits Grines
Valdo	Ralford	North Dade	Lake City	Gulf Bresze	Descrived Beach	
Vero Beach	Quincy.	North Cape Coral	Lake Butler	Groveland	Depary.	acca uranue
Vermon	Punta Corda	Neuberry	Lake Buena Vista	Gretna	uaytona seach	
Venice	Port St Lucla	New Smyrna Beach	Lady Lake	Greenwood		
Valperaiso	Port St Jos	New Port Richey	La Belle	Greenville	Luyatat Alver	
Umatilla	Port Charlotte	Maples	£11551mmet	Greensporg		Enverio milia
Tyndall AF8	Ponte Vedra Beach.	Nyakka	Kingsley Lake	Green Cove Sps		
Irllacoochee	Ponce De Laon	Munson.	Keystone Heights	Grand Ridge	Crescent City	
Trenton	Pompano Beach	Mulberry	Key West	Graceville	Crewtordville	
Titusville	Pomona Park	Nount Dora	_ Key Largo	Glendele	Cottondale	
The Beaches	Polk City	Noore Naven	Tenansville	Caneva	Coral Springs	Avon 7475
Tavares	Plant City	Nontverde	Keaton Beach	Galmeville	Cocca Beach	·····
Terpon Springs	Pine laland	Monticello	Jupiter	Freetproof		Ar Coler
Tampa	Plarson	Not ino	Jul Ington	freeport	CIEVISION	
Tallahassee	Perry	Kilton	Jensen Beach	ft. Wite	Clermont	
Sunny Hills	Perrine	Middleburg	Jennings	Ft.Walton Beach	Clearwaler	seischicole
Sugarloaf Kry	Pensacola	Wicanopy		Ft.Plarca		1157
Stuart	Paaton	Niasi	Jasper	Jt.Nywrs Beach	Chipley	Alligator Point
Starke	Panasa City Beach.	Melrose	Jacksonville Bch	Ft.Nyers	Chiefland	÷
also have been fait also					-	

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** 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. All

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).

Michael Gorts

Typed name and signature of Owner/Chief Officer

President Titl Date

Form PSC/CMU 31 (4/91)

** FLORIDA EAS FOR MAJOR EXCHANGES **

Extended Service Area with These Exchanges PENSACOLA: Cantonment, Gulf Breeze Pace, Milton Holley-Navarre. PANAMA CITY: Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB. 2.000 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. 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. FORM PSC/CMU 31 (4/91)

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** FLORIDA EAS MAJOR EXCHANGES CONTINUE **

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

1000

125

WINTER PARK:

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

Cocoa and Cocoa Beach.

and Sebastian.

Cocoa Beach, Eau Gallie,

Melbourne and Titusville.

Cocoa, Cocoa Beach, Eau Gallie

Bradenton, Myakka and Venice.

TITUSVILLE:

COCOA:

MELBOURNE:

SARASOTA:

FT. MY_RS:

NAPLES:

WEST PALM BEACH:

POMPANO BEACH:

FT. LAUDERDALE:

.

NORTH DADE:

MIAMI:

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

Marco Island and North Naples.

Boynton Beach and Jupiter.

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

Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

Beach.

Ft. Lauderdale and North Dade. Hollywood, Miami and Perrine.

Homestead, North Dade and Perrine

FORM PSC/CMU 31 (4/91)

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188-11-24-1





AA APPENDIX E AA

** GLOSSARY **

ACCESS CODE: The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-10XX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange servive.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms may be used interchangeably he ein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS: EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

FORM PSC/CMU 31 (4/91)

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EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Peature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with subscription.

INTEREXCHANGE COMPANY: means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity. FORM PSC/CMU 31 (4/91)

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INTRASTATE COMMUNICATIONS: The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA: LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Means any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other-telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify their customers.

PAY TELEPHONE SERVICE COMPANY: Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.





SUBSCRIBER, CUSTOMER: These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

FORM PSC/CMU 31 (4/91)

21.41

EXHIBIT A



FLORIDA DEPARTMENT OF STATE Sandra B. Mortham Secretary of State

April 8, 1997

NOWALSKY & BRONSTON, LLP ATTORNEYS AT LAW 3500 N. CAUSEWAY BLVD. SUITE 1442 METAIRIE, LA 70002

Qualification documents for NTI TELECOM, INC. were filed on April 7, 1997 and assigned document number F97000001787. 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 of ce.

Should you have any questions regarding this matter, please telephone (904) 487-6091, the Foreign Qualification/Tax Lien Section.

Lee Rivers Document Examiner Division of Corporations

Letter Number: 997A00017502

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

NTI Telecom, Inc. (Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. Nevada (State or country under the la	aw of which it is incorporated) 3. (FEI number, if applicable	le)	
4. January 27, 19 (Date of Incorporation	97 5. perpetual (Duration: Year corp. will cease to ext	ist or "per;	oetual 7
	ss in Florida. (See sections 407.1501, 407.1502, and \$17.155, F.S.)		
7. 101 Convention			
Las Vegas, Neva	da 89109		
	(Current mailing address)		97
	n authorized in home state or country to be carried out in the dress of Florida registered agent:	state of Fic	- 24 B
Name:	NRAI Services, Inc.		T AH
Office Address:	526 E. Park Avenue		10:1
	Tallahassee, Florida ,		9
		(Zip Co	del

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

NRAI Services, Inc. By:

(Registered agent's signature) Charles A. Coyle - Assistant Secretary

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.







FINANCIAL STATEMENTS

As a wholly owned subsidiary of Net Telecommunications, Inc., NTI Telecom, Inc. submits the financial statements of the parent corporation. These financial statements evidence the Company's ability to provide the requested service in the proposed geographic areas on a continuous basis while meeting any lease or ownership obligations. Tel Consolidated Statemen Balance Sheet

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Sep 30, 1995 11:40 am

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λs	of:	September	30,	1996
AS	OI:	Sebcemper		

ASSETS:		
Current Assets:	\$57,162.82	
Cash	195, 521.09	
Accounts Receivable	1,600.00	
Prepayments	1,000.00	
TOTAL Current Assets		\$254,283.91
TOTAL CUITERC ASSOCI		
Fixed Assets:	98,638.51	
Equipment & Furniture		750 722 20 20
TOTAL Fixed Assets		98,638.51
Other Assets:	11 800 08	
Other Assets	11,800.08	
		11,800.08
TOTAL Other Assets		11,000.00
		\$364,722.50
TOTAL ASSETS		
LIABILITIES:		
Current Liabilities:	693,303.03	
Accounts & Notes Payable	239,574.46	
Other Current Liabilities	239,374.40	
TOTAL Current Liabilities		\$332,877.49
Other Liabilities:		
Deposits	(4,561.17)	
		(4,561.17)
TOTAL Other Liabilities		
TOTAL LIABILITIES		328,316.32
CAPITAL: Common Stock	8,000.00	
Add'l pd-in capital	251,293.39	
Retained Earnings	(211,341.25)	
Year-to-Date Earnings	(11,545.96)	
lear-co-bace barninge		
TOTAL CAPITAL		36,406.18
TOTAL LIABILITIES & CAPITAL		\$364,722.50
TUTAL DIADIDITIED & CALLING		

Page 1

Sep 30, 1996 11:38 am

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Fel Consolidated Statemen

	9 Months Er September 30,	1996

Income Revenue	\$1,808,396.55	119.1%
		119.1%
TOTAL Income	1,808,396.55	119.18
Adjustments	(202 021 17)	-19.1%
Cost of Sales	(290,031.17)	-19.15
TOTAL Adjustments	(290,031.17)	-19.1%
NET INCOME	1,518,365.38	100.0%
Cost of Goods Sold	11. 11.11.12.2	
Direct Costs	21,990.28	1.4%
TOTAL Cost of Goods Sold	21,990.28	1.4%
GROSS PROFIT	1,496,375.10	98.6%
Expenses		99.2%
General & Admin. Ex.	1,506,362.36	99.28
TOTAL Expenses	1,506,362.36	99.2%
OPERATING PROFIT	(9,987.26)	-0.7%
Other Income & Expenses Misc. Income & Expenses	(1,558.70)	-0.1%
TOTAL Other Income & Expenses	(1,558.7))	-0.1%
PROFIT BEFORE TAXES	(11,545.96)	-0.8%
		-0.8%
NET PROFIT	(\$11,545.96)	-0.0%



NTI TELECOM, INC.





TITLE SHEET

NTI TELECOM, INC.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the provision of telecommunications service by NTI TELECOM, INC. ("NTI") with principal offices located at 101 Convention Center Drive, Suite P-125, Las Vegas, Nevada 89109. This tariff is on file with the Florida Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: June 5, 1997

EFFECTIVE:

ISSUED BY: NTI Telecom, Inc. 101 Convention Center Dr., Suite P-125 Las Vegas, Nevada 89109



CHECK SHEET

All sheets 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 on the bottom of this page.

Sheet	Revision	Sheet	Revision
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
2 3 4 5 6 7 8 9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original		
19	Original		
20	Original		

Indicates sheets amended in this filing.

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NTI TELECOM, INC.

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Section 3: Description of S	ervice		25
Section 4: Rates and Charge	s		

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SYMBOLS

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

- D Deleted or Discontinued
- I Change Resulting In A Rate Increase
- M Moved From Another Tariff Location
- N New Material
- R Change Resulting In A Rate Reduction
- T Change In Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Pages 34 and 35 would be 34.1.
- B. <u>Sheet Revision Numbers</u> Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.
- C. <u>Paragraph Numbering Sequence</u> There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

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

D. <u>Check Sheets</u> - When a tariff filing is made with the Commission, 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 sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

ISSUED: J	une 5,	1997	EFFECTIVE:	
ISSUED BY:	1	FI Telecom, 01 Conventio as Vegas, Ne	n Center Dr., Suite	P-125


SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions:

<u>Aggregator</u> - Any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to End Users of its premises for telephone calls using a provider of operator services.

<u>Application for Service</u> - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

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

Automatic Dialing Device - A device provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the number which the customer is calling to the carrier's facilities.

Calling Card Call - A call billed to a card number issued by a Local Exchange Company.

Carrier/Company - NTI Telecom, Inc. ("NTI"), unless otherwise specified or clearly indicated by the context.

<u>Channel or Circuit</u> - A dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in the Tariff and selected by a Customer.

<u>Collect Call</u> - A billing arrangement whereby the charge for a call may be charged to the called party, provided the called party accepts the charge.

<u>Completed Calls</u> - Completed calls, as defined herein, are answered calls on the distance end. Appropriate one minute credits will be issued for incomplete calls billed when brought to the company's attention by the customer. These one minute credits do not apply to calls terminating in an answering device. Calls terminating in an answering device are determined by calls initiated by Carrier to the distance end party verifying whether the distant end called is an answering device.

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1.1 Definitions: (continued)

<u>Credit Card Call</u> - A call billed to a major credit or charge card such as Visa, MasterCard or American Express.

<u>Custom Account Coding</u> - Allows the customer to create tables of unique project and/or account numbers for their private use.

<u>Customer</u> - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.

<u>Customer Provided Equipment</u> - Terminal equipment, as defined herein, provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m. Monday through Friday.

<u>Directory Assistance</u> - Directory Assistance Service consists of supplying or attempting to supply listed telephone numbers to persons who call the Directory Assistance Bureau. Directory Assistance personnel cannot complete calls to requested telephone numbers.

<u>Disconnection</u> - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Evening Rate Period - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

Expedite Service - A service order initiated at the request of the customer that is processed in a time period shorter than Carrier's standard service interval.

<u>Holidays</u> - Carrier's recognized holidays are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

<u>Holiday Rate Period</u> - The Evening Rate will apply to calls made on Carrier recognized Holidays listed herein, provided, however, that calls made on Holidays during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

	ISSUED:	June	5,	1997
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EFFECTIVE:



1.1 Definitions: (continued)

Local Distribution Area (LDA) - Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

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

Night/Weekend Rate Period - 10:59 p.m. to 7:59 a.m. every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - Normal business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

<u>Pay Telephone</u> - A telephone instrument equipped with a device that allows a charge to be made for each call. Operator assisted long distance service is offered by the Carrier through providers of customer-owned pay telephones.

<u>Person-to-Person Call</u> - A service whereby the person originating the call specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

<u>Physical Change</u> - The modification of an existing circuit, dedicated access line or port, at the request of the customer, requiring some physical charge or retermination.

<u>Point-of-Presence (POP)</u> - A Carrier-designated location where a facility is maintained for the purpose of providing access to its service.

<u>Premises</u> - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place(s) of business.

ISSUED: June 5, 1997 EFFECTIVE:



1.1 Definitions (continued)

<u>Special Promotional Offerings</u> - Special trial offerings, discounts or modifications of its regular service offering which the Company may, from time to time, offer to its Customers for a particular service. Such offerings may be limited to certain dates, times and/or locations.

<u>Speed Number</u> - A signaling arrangement by which a customer may elect to dial a pre-programmed four digit number in place of a designated ten digit number.

<u>Subscriber</u> - The person, firm, partnership, corporation or other entity who owns, leases or manages the pay telephone, PBX or other switch vehicle from which an End User places a call utilizing the services of the Company.

Subscriber Surcharge - A surcharge which is applied to the End User's bill when a call is placed from a Subscriber's location.

<u>Terminal Equipment</u> - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

Third Party Billed Call - A billing arrangement by which the charges for a call may be billed to a number that is different from the calling number and the called number.

1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

OSP - Operator Service Provider

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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SECTION 2 - RULES AND REGULATIONS

2.1 Carrier Undertaking

Carrier provides long distance message toll telephone service to customers for their direct transmission of voice, data, and other types of telecommunications. The service is provided to customers within the State of Florida.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier 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 Carrier network. The customer shall be responsible for all charges due for such service arrangements.

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

- 2.2 Limitations on Service
 - 2.2.1 Carrier reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available and subject to the provisions of this tariff.
 - 2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.
 - 2.2.3 Title to all equipment provided by the Company under these regulations remains with the Company. The Company's prior written permission is required before any assignment or transfer. All regulations and conditions contained in this tariff apply to any such assignee or transferee.

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2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the service description.

2.4 Limitation of Liability

Carrier shall not be liable to any person, firm or 2.4.1 entity for damages, either direct, indirect, special, incidental, actual, consequential, punitive, or for any other damages or for any lost profits, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, and not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which accidents, omissions, mistakes, errors, interruptions, delays or defects in transmission occur. Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.

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2.4 Limitation of Liability

- Carrier will indemnify the customer and hold it 2.4.1 harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by the negligent or willful misconduct of the Company or its agents or representatives arising out of performance by the Company of any testing or other activities on the customer's premises pursuant to this tariff. The Company's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take precautions location, in the reasonable construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by the Company.
- 2.4.2 The Company shall be indemnified and held harmless by the customer against:
 - A. Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
 - B. All other claims arising out of any act or omission by the customer in connection with any service provided by the Company.

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2.4 Limitation of Liability (continued)

- 2.4.3 The Company shall not be liable for, and the customer indemnifies and holds the Company harmless from, any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any party or persons, for personal injury to, or death of, any person or persons, and for any loss, damage, defacement, or destruction of the premises of the customer or any other 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, condition, location, or use that is not the direct result of the carrier's negligence. No agents or employees or other carriers shall be deemed to be agents or employees of the Company.
- 2.4.4. With respect to the routing of calls by the Company to public safety answering points or municipal Emergency Service providers, Carrier's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act in routing the call, or (b) the sum of \$1,000.00.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify the Company of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to Carrier's terminal.

2.6 Restoration of Service

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

ISSUED: June 5, 1997 EFFECTIVE:



2.7 Customer Responsibility

- 2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:
 - A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
 - B. When placing an order for service, the customer must provide:
 - The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - The name(s), telephone number(s), and address(es) of the customer contact person(s).
 - C. The customer must pay for the replacement or repair of the Company's equipment when the damage results from:
 - The negligence or willful act of the customer or user;
 - 2. Improper use of service; or
 - Any use of equipment or service provided by others.

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ISSUED BY:	NTI	Telecom, Inc.	
	101	Convention Center Dr	., Suite P-125
	Las	Vegas, Nevada 89109	



2.7.2 <u>Maintenance, Testing, and Adjustment</u>

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

2.7.3 A. Deposits

The Company does not require deposits.

B. Advance Payments

For customers whom the Company feels an advance payment is necessary, Carrier 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 following month.

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2.7.4 Credit Allowances

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

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

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2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and Carrier, customer will be charged for all nonrecoverable portions of expenditures or liabilities incurred by Carrier on behalf of the customer and not fully reimbursed by installation charges and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

2.7.6 Payment and Charges for Services

Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnected is requested by the customer, in writing.

A. Payment of Charges

Payment is due upon receipt of the invoice and shall be considered past due or delinquent after fifteen days beyond the due date. Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

 The customer is responsible for payment of all charges for service furnished to the customer. The initial billing may consist of one months estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance.

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Payment and Charges for Services 2.7.6

- Payment of Charges (continued) Α.
 - Service may be denied or discontinued for 2. non-payment charges. Disconnection will not occur before fifteen (15) days from the due date and Carrier will give five days written notice before any (5) disconnection occurs. Restoration of service will be subject to all applicable installation charges.
 - All state and local taxes (i.e. gross 3. receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- Application of Charges 2.7.7

The charge for service are those in effect for the period that service is furnished.

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2.8 Carrier Responsibility

2.8.1 <u>Calculation of Credit Allowance</u>

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

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

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

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2.8.3 Disconnection of Service by Carrier

The Company, upon 5 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:

- A. Non-payment of any sum due to the Company for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished or discontinued beginning with the day after service was furnished or discontinued. Divide the number of days by thirty days and multiply the resultant fraction by the monthly charge.

2.9 Exclusion Requirements

The Carrier does not have any exclusion requirements regarding provision of services to customers.

2.10 Employee Concessions

The Company does not offer any employee concessions at this time.

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2.11 Special Conditions Governing Operator Services

2.11.1 Company Obligations

When providing Operator Services to Aggregators, the Company will:

- Notify the End User of the operator services carrier handling the call at the beginning of each call and again before the End User incurs any charge, otherwise referred to as "double branding".
- Inform the End User, upon request, of the rates to be charged and explain the method of billing, at no charge.
- 3) Not charge for unanswered or incomplete telephone calls in equal access areas and not knowingly charge for unanswered or incomplete telephone calls in non-equal access areas.
- Withhold payment of commission or any other compensation to a Customer who engages in blocking 800, 950 and 10XXX access calls.
- 5) Not engage in call splashing (billing rates other than from the actual call origination location), unless the End User is informed and consents to the transfer.
- Rate and bill calls from their actual point of origination, unless the End User consents to a different arrangement.
- 7) Upon receipt of an emergency telephone call, Carrier shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and, if not known, of the originating location of the call.

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2.11.2 Aggregator Obligations

- A. The Company requires each operator service customer to post an informational card (tent card) on or near the telephone notifying the End User of the following information:
- The name, address and toll-free number of the operator service provider.
- The Company's operator service rates (collect, credit card, person-to-person, etc.).
- The Company's billing procedures.
- IntraLATA dialing instructions.
- 5) IntraLATA rates or how to obtain these rates.
- InterLATA dialing instructions.
- InterLATA rates or how to obtain these rates.
- Hotel surcharge for local calls, if any, which are billed by the hotel.
- Hotel surcharge for long distance calls, if any which are billed by the hotel.

2.11.3 Operator Service Billing Procedures

End Users will be billed for operator assisted calls by the Company's billing agent. End ILVOICES for these services will be included in the End Users local telephone bill. The End User will be billed directly for all private line services.

2.11.4 Call Routing

Carrier will route all 0- and 0+ intraLATA calls to the Local Exchange Company for appropriate handling.

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2.11.5 Incomplete Calls

There shall be no charge to the caller for incomplete calls.

- Carrier will not knowingly bill for uncompleted calls.
- Carrier will provide full credit for any call of one minute or less upon being informed by a customer that the call was not completed.
- 3) An uncompleted call includes, but shall not be limited to:
 - A. calls terminating in an intercept recording, line intercept operator or a busy tone; or
 - B. calls that do not answer.
- An uncompleted call does not include calls using busy line interrupt, line status verification or directory assistance services.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Call Timing

The customer's monthly usage charges are based upon the total number of minutes use by the customer and the service options subscribed to. Usage begins when the called party picks up the receiver, (i.e. When two-way communications, 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 sixty (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. There are no charges incurred for uncompleted calls.

3.2 Start of Billing

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service or equipment. The end of service date is the day on which service was discontinued.

3.3 Intercornection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs.

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3.4 Terminal Equipment

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

The customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other criteria as may be prescribed by Carrier. The customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage Carrier's equipment, injure personnel or degrade service to other customers.

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

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3.5 Calculation of Distance

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

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 and associated vertical and horizontal coordinates currently used within the telephone industry.

Formula:

$$\frac{(V1 - V2)^{3} + (H1 - H2)^{3}}{10}$$

3.6 Minimum Call Completion Rate

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

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3.7 <u>Hearing or Speech Impaired Persons</u>

Rates for calls are reduced for residence or single-line business customers who meet the following requirements:

A. The customer is certified to the Company as having a hearing or speech impairment that prevents telephone voice communications.

B. The customer uses a telecommunications device for the deaf (TDD) or other non-voice equipment for telecommunications.

C. The customer provides a written application to the Company for reduced rates.

D. The customer designates to the Company one telephone number associated with that customer's service and telecommunications device.

3.7.1 Special Rates for Hearing or Speech Impaired

Intrastate toll message rates for hearing and speech impaired persons meeting the above requirements shall be Evening rates for daytime calls and Night rates for evening and night calls.

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3.8 Services Offered

The Company provides the following services:

3.8.1 Message Toll Service (MTS)

"1+" Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

- 3.8.2 <u>800 Service</u>
 - A. 800 Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. 800 services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.
 - B. Carrier will accept a prospective 800 service customer's request for up to ten (10) 800 telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for 800 number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The 800 services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.
 - C. If a customer who has received an 800 number does not subscribe to 800 service within 90 days, the company reserves the right to make the assigned number available for use by another customer.
 - D. The Company offers various 800 service plans which are offered to customers based on their monthly usage and whether they are residential or business customers.

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3.8.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the network via an 800 number and personal identification number issued by the Company.

3.8.6 Directory Assistance

Residential customers shall be provided with a record of the date and time of each directory assistance call made from their residence.

3.9 Operator Services

Operator Services is the furnishing of services for the completion of calls by End Users and Customers presubscribed to Carrier services made with the assistance of a Company operator within the state including Aggregator sites and locations. Aggregator sites include, but are not limited to, hotels/motels, hospitals, businesses, military establishments, and locations of public, semi-public, or private pay telephones.

3.9.1 Calling Card/Credit Card

Charges for a long distance call are charged to a valid Calling Card or Credit Card. In order to control fraud, Carrier may refuse to accept a card that it determiner or suspects to be invalid.

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3.9.2 Person-to-Person

Charges apply when the End User specified to the operator a particular party to be reached. That party may be:

- (a) a person
- (b) a department
- (c) a mobile station
- (d) an extension
- (e) an office

If the person, department, mobile station, extension or office designated by the End User is unavailable and the End User requests or agrees to talk to any other party, the call is stilled classed as a Person-to-Person call.

3.9.3 Station-to-Station

Charges apply when the End User specifies to the operator a particular telephone number to be reached.

3.9.4 Collect

The End User requests the operator to bill the charges to the Called Station or party who agrees to pay for all charges. Collect calls can be either Person-to-Person or Station-to-Station.

3.9.5 Third Party

The End User requests the operator to bill the charges for a call to a number other than that of the Calling or Called Station. The party at the number to which the charges are to be billed agrees to pay for all charges.

3.10 Operator Handling Fee

In addition to per minute charges, calls are subject to an Operator Handling Fee or Operator Service Charge. The applicable Operator Service Charges will be included with usage charges on an End User's invoice. When an operatorassisted call includes elements of more than one class of call, the call is charged at the highest rated class.

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SECTION 4 - RATES AND CHARGES

4.1 Usage Charges and Billing Increments

4.1.1 Usage Charges

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in an initial one minute increment and in six second increments thereafter.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

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4.2 MTS Rates

The following rates are the rates are applicable to 1+ MTS services:

Residential Plans:		 Rate Per	OFF PEAK
			Rate Per
Plan	Monthly Usage	Minute	Minute
Plan I	\$ 0 - \$ 49	\$0.2000	\$0.2000
Plan I	\$ 50 - \$ 149	\$0.1900	\$0.1600
Plan II	\$150 - \$ 199	\$0.1800	\$0.1600
Plan III	\$200 - \$ 349	\$0.1700	\$0.1600
Plan IV	\$350 - \$ 549	\$0.1600	\$0.1500
Plan V	\$550 +	\$0.1500	\$0.1500
Commercial Plans:		PEAK	OFF PEAK
	12 B	Rate Per	Rate Per
Plan	Monthly Usage	Minute	Minute
Plan VI	\$ 0 - \$ 49	\$0.1850	\$0.1600
Plan VII	\$ 50 - \$ 149	\$0.1750	\$0.1600
Plan VIII	\$150 - \$ 199	\$0.1650	\$0.1500
Plan IX	\$200 - \$ 349	\$0.1550	\$0.1500
Plan X	\$350 - \$ 549	\$0.1450	\$0.1400
Plan XI	\$550 +	\$0.1400	\$0.1400

Placement into various Plans is dependent upon prior actual monthly usage or estimated monthly usage. Movement from the initial Plan of enrollment to the next, higher usage, lower rate plan is effectuated upon customer request.

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4.3 800 Service Rates

For all 800 Service Plans, a monthly service charge of \$5.00 per line will apply.

Residential Plans		PEAK	OFF PEAK
D1		Rate Per	Rate Per
Plan	Monthly Usage	Minute	Minute
Plan I	\$ 0 - \$ 49	\$0.2000	\$0.2000
Plan I	\$ 50 - \$ 149	\$0.1900	\$0.1600
Plan II	\$150 - \$ 199	\$0.1800	\$0.1600
Plan III	\$200 - \$ 349	\$0.1700	\$0.1600
Plan IV	\$350 - \$ 549	\$0.1600	\$0.1500
Plan V	\$550 +	\$0.1500	\$0.1500
Commercial Plans:		PEAK	OFF PEAK
		Rate Per	Rate Per
Plan	Monthly Usage	Minute	Minute
Plan VI	\$ 0 - \$ 49	\$0.1850	\$0.1600
Plan VII	\$ 0 - \$ 49 \$ 50 - \$ 149	\$0.1750	\$0.1600
Plan VIII	\$150 - \$ 199	\$0.1650	\$0.1500
Plan IX	\$200 - \$ 349	\$0.1550	\$0.1500
Plan X	\$350 - \$ 549	\$0.1450	\$0.1400
Plan XI	\$550 +	\$0.1400	\$0.1400

Placement into various Plans is dependent upon prior actual monthly usage or estimated monthly usage. Movement from the initial) ian of enrollment to the next, higher usage, lower rate plan is effectuated upon customer request.

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4.4 Travel Card Rates

Plan	Monthly Usage	Rate Per Minute	OFF PEAK Rate Per Minute
Plan I	\$ 0 - \$ 149	\$0.3500	\$0.2500
Plan I	\$150 - \$ 299	\$0.2500	\$0.2500
Plan II	\$300 +	\$0.2100	\$0.2100

4.5 Directory Assistance Charge

Carrier's customers will be billed the following per call charge to be connected to the local exchange company directory assistance service for directory assistance calls within the state. All verified handicapped customers will be allowed fifty (50) free Directory Assistance calls per month.

Directory Assistance Charge per call.....\$0.50

4.6 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.7 Returned Check Charge

Any person submitting a check to the Carrier as payment for services which is subsequently returned by the issuing institution, shall be charged the greater of 5% of the amount of the check or \$20.00.

4.8 <u>Restoration of Service Charge</u>

The Company does not charge for restoration of services.

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4.9 Operator Service Rates and Charges

4.9.1 Operator Service Charges:

The per call charges stated below are in addition to the rates per minute set forth in Section 4.9.2.

Collect Calls	\$1.00
Calling/Credi Card	\$0.80
Third Party Billed	\$1.00
Person to Person	\$2.50
Directory Assistance	\$1.50
Operator Dialed Surcharge	\$0.75

No Location Surcharge

4.9.2 InterLATA Operator Services Rates

Night/WE	
<u>ial Addt.</u> te Minute	
0.1100	
0.1200	
0.1300	
0.1400	
0.1400	
0.1500	
0.1500	

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4.10 Special Promotions

Carrier will receive Commission approval prior to offering any Special Promotions. Any reduced rates offered under a Special Promotion will in no event last for more than 90 days per 12 month period.

- 4.11 Discounts for Hearing Impaired Customers
 - 4.11.1 A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.
 - 4.11.2 The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
 - 4.11.3 The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.12 Directory Assistance for Handicapped Persons

Handicapped customers are antitled to 50 free directory assistance calls per billing cycle in accordance with FAC 25-4.115(3).

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NOWALSKY & BRONSTON, L.L.P. ATTORNEYS AT LAW

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June 5, 1997

BENJAMIN W. BRONSTON

EDWARD P. GOTHARD Of Counsel

DATE

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DEPOSIT

D540. JUN 06 1997

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

RE: NTI TELECOM, INC.

Dear Sirs:

Enclosed herewith for filing please find an original and twelve (12) copies of the application for authority to provide interexchange telecommunications service, including operator assisted services, submitted on behalf of NTI Telecom, Inc.

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this letter in the self-addressed evelope provided.

Thank you for your assistance. If you should have any questions, please do not hesitate to contact this office.

Sincerely Monica R.

NOWALSKY, BRONSTON & GOTHARD, LL.P. GENERAL ACCOUNT 3500 N CAUSEWAY, BUITE 1442 METAIRIE, LA 70002	ANK 111
(504) 832-1984	6/5/97
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