

March 18, 2008

*By Electronic Filing*

Ms. Reneé J. Jenkins  
Director of Administration  
Secretary of the Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215

RE: In the Matter of the Application of Bright Long Distance LTD to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD; PUCO Case No. 08-0260-TP-ATA

Dear Ms. Jenkins:

Bright Long Distance LTD submits an Application for electronic filing. The TRF Number for Bright Long Distance LTD is 90-5794-CT-TRF.

Thank you for your assistance. If you have any questions, please do not hesitate to call.

Very truly yours,

/s/ Carolyn S. Flahive

Enclosure

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD**  
**(Effective: 10/01/2007 through 04/01/2008)**

In the Matter of the Application of Bright Long Distance LTD )  
to Detariff Certain Tier 2 Services and make other changes )  
related to the Implementation of Case No. 06-1345-TP-ORD )

TRF Docket No. 90-5794-CT-TRF

Case No. 08 - 0260 - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Bright Long Distance LTD

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 13888 County Road 25A; Wapakoneta, OH 45895

Company Web Address www.bld.net

Regulatory Contact Person(s) Carolyn S. Flahive Phone 614-469-3200 Fax 614-469-3361

Regulatory Contact Person's Email Address Carolyn.Flahive@ThompsonHine.com

Contact Person for Annual Report David Frey Phone 419-739-3100

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Tim Berelsman Phone 419-739-3100

Address (if different from above) \_\_\_\_\_

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

<u>Carrier Type</u>	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> <li>• citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>• copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

**Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.**

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**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an attorney of the applicant corporation, Bright Long Distance LTD, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 3/18/08 at (Location) Columbus, Ohio

(Signature and Title) /s/ Carolyn S. Flahive (Date) 3/18/08

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

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**VERIFICATION**

I, Carolyn S. Flahive

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

(Signature and Title) /s/Carolyn S. Flahive (Date) 3/18/08

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

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***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

**EXHIBIT A**

**(Existing Affected Tariff Pages)**

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE  
REGULATIONS AND RATES  
OF  
BRIGHT LONG DISTANCE LTD

This tariff includes the rates, charges, terms and conditions of service for the provision of switched intrastate long distance message telecommunications services by Bright Long Distance LTD ("BLD") between points in the State of Ohio.

## INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

## CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<u>PAGE</u>	<u>VERSION</u>	<u>PAGE</u>	<u>VERSION</u>
Title Page	Original	28	Original
1	Fourteenth Revised *	29	Original
2	First Revised	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	First Revised	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
12	First Revised	40	Original
13	Original	41	Original
14	Original	42	Original
15	First Revised	43	Original
16	Original	44	Original
17	Original	Price List Page 1	Fifth Revised
18	Original	Price List Page 2	Second Revised *
19	First Revised	Price List Page 3	First Revised
20	Original	Price List Page 4	First Revised
21	Original	Price List Page 5	Third Revised
21A	Original	Price List Page 6	Sixth Revised *
22	Original	Price List Page 7	Second Revised *
23	Original	Price List Page 8	First Revised *
24	Eighth Revised	Price List Page 9	Original *
24A	Eighth Revised *	Price List Page 10	Original *
24B	Second Revised *	Price List Page 11	Original *
24C	First Revised *		
24D	Original *		
24E	Original *		
24F	Original *		
24G	Original *		
25	First Revised		
26	Original		
27	Original		

\* Denotes New or Revised Sheet

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

UNDERLYING CARRIER

IXC Communications  
5000 Plaza on the Lake  
Austin, Texas 78746  
(800) 984-9253

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify a change in wording of text but not change in rate, rule, or condition.

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ISSUED: January 12, 1998

EFFECTIVE: January 12, 1998

Case No. 97-1656-TP-ACE  
Mark J. Rekers, Authorized Agent  
522 Clinton Street  
Defiance, OH 43512

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## SECTION 1 - DEFINITIONS

**Access Line** - An arrangement which connects the Customer's telephone to a BLD designated switching center or point of presence.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

**Commission** - Public Utilities Commission of Ohio

**Company or Carrier** - Bright Long Distance LTD unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

**Initial And Additional Period** - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## SECTION 1 - DEFINITIONS, (CONT'D.)

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Subscriber** - See Customer.

**Switched Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Travel Card Call** - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

**United States** - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

**BLD** - Used throughout this tariff to refer to Bright Long Distance LTD.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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SECTION 2 - RULES AND REGULATIONS

Bright Long Distance LTD will comply with the Commission's Minimum Telephone Service Standards (N) set forth in Chapter 4901:1-5 of the Ohio Administrative Code (O.A.C.).

2.1 Undertaking of Bright Long Distance LTD

BLD's services and facilities are furnished for communications within the State of Ohio under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

BLD arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. BLD 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 BLD network.

2.2 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

## 2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2 The Company reserves the right to discontinue service 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.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by BLD in its reasonable judgment.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

## 2.5 Liability

- 2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

## 2.5 Liability, (cont'd.)

- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.5 Liability, (cont'd.)

2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

(a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;

(b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and

(c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.5.7 The Company will comply with the Commission's Minimum Telephone Service (T) Standards regarding the handling of consumer complaints, set forth in O.A.C. 4901:1-5-5, and found in Section 7 of this Tariff.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installation, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.7 Billing and Payment for Service, (cont'd)

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.7.3 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.8 Establishment of Service/Deposits/Guarantors

The Company reserves the right to examine the credit record of the Customer. Service applicants may be required to establish creditworthiness. The Company will comply with the Commission's Minimum Telephone Service Standards, set forth at O.A.C. 4901:1-5-13, and found in Section 7 of this Tariff. Customers may be assessed a deposit, pursuant to O.A.C. 4901:1-5-13(B) and may have the option of providing a third-party guarantor in lieu of a deposit pursuant to O.A.C. 4901:1-5-14, also found in Section 7 of this Tariff. The fact that a security deposit has been made in no way relieves the Customer from prompt payment of bills upon presentation. (T)

2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, BLD reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. (T)

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

## 2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

## 2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of BLD's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

## 2.12 Interconnection

2.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

## 2.13 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

## 2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

## 2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

## 2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.16.1 For Nonpayment: The Company will comply with the Commission's Minimum Telephone Service Standards regarding denial or disconnection of service, set forth in O.A.C. 4901:1-5-17, and found in Section 7 of this Tariff. (T)

2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges. (T)

2.16.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

## 2.16 Refusal or Discontinuance by the Company, (cont'd.)

2.16.4 For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

## 2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

## 2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.18.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.18.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.18.3 The requirements of 2.18.1 and 2.18.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast. (T)

2.18.4 A Customer or Authorized User who records a conversation must comply with all applicable State and Federal regulations.

## INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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

2.19 Toll Blocking Policy

(C)

Bright Long Distance Ltd. may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, Bright Long Distance Ltd. may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:

- a. the customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- b. Bright Long Distance Ltd., exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- c. Bright Long Distance Ltd. attempts to require the customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select Bright Long Distance Ltd. as his or her 1+ carrier of choice, Bright Long Distance Ltd. may, subject to our tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-14 and 4901:1-5-15, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-14 (A) (3), O.A.C., but Bright Long Distance Ltd. may negotiate a lower deposit.

Bright Long Distance Ltd. may furnish credit information, acquired from the Company's own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the customer of all past due toll debt to Bright Long Distance Ltd., the Company will remove the block and all 1+ dialing capabilities, including 10-XXX, will be restored.

(C)

ISSUED: July 20, 2001

EFFECTIVE: July 20, 2001

IN ACCORDANCE WITH ORDER NO. 00-1265-TP-ORD AND CASE NO. 01- 1835 -CT-ZTA

ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO

Randall A. Plaisier, Authorized Agent

Wapakoneta, Ohio 45895

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## SECTION 3 - SERVICE DESCRIPTIONS AND RATES

## 3.1 General

BLD offers direct dialed (1+) service, inbound toll-free number service and travel card services for communications originating and terminating within the State of Ohio under terms of this tariff.

Customers are billed based on their use of Bright Long Distance LTD's network and services. Charges may vary by service offering, mileage band, class of call, time of day, day of week, and/or call duration.

## 3.2 Timing of Calls

Billing for calls placed over the BLD network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Call timing begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, BLD will reasonably issue credit for the call.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.3 Rate Periods

3.3.1 The following rate periods apply:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM	DAY RATE PERIOD						
5:01 PM TO 7:59 AM	NIGHT RATE PERIOD						

3.3.2 Holiday Rates

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The night rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25

3.3.3 Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## SECTION 3 - SERVICE DESCRIPTIONS AND RATES (con't)

## 3.5 Outbound Long Distance Service

BLD's Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines are the responsibility of the Customer.

## 3.5.1 Direct Dial Service

- See price list for current rates.

## 3.5.2 Talk More Pay Less Plan

(T)

- See price list for current rates.

3.5.3 Gold Plan - The Gold Plan is an alternative to the basic Outbound Long Distance Service plan described in paragraphs 3.5.1 and 3.5.2 above. This plan is not available in all areas. A monthly fee applies in addition to the per minute rate. Rates will be rounded up to the nearest minute.

- See price list for current rates.
- Group Call Option – see Section 3.7 herein.

3.5.4 Gold Plan Plus (5 cent Weekend Plan) - Gold Plan Plus is an alternative to the Gold Plan described in paragraph 3.5.3 above. This plan is not available in all areas. A monthly fee applies in addition to a per minute rate for weekdays (Monday at 12:01 a.m. through Friday at 12:00 midnight) and a lower per minute rate for weekends (Saturday at 12:01 a.m. through Sunday at 12:00 midnight). Rates will be rounded up to the nearest minute. To subscribe to the Gold Plan Plus, customers must also be customers of a monthly service provider that has entered into a Gold Plan Plus Marketing Agreement with Bright Long Distance LTD.

- See price list for current rates.
- Group Call Option – see Section 3.7 herein.

3.5.5 Business Gold Plan – The Business Gold Plan is identical to the Gold Plan described in paragraph 3.5.3 above, with the addition of an Inbound Toll-Free Number per-minute rate. This plan is not available in all areas. A monthly fee applies in addition to the per-minute rates. Rates will be rounded up to the nearest minute.

- See price list for current rates.
- Group Call Option – see Section 3.7 herein.

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 INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE
 

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## SECTION 3 – SERVICE DESCRIPTIONS AND RATES (con't)

## 3.5 Outbound Long Distance Service (cont'd)

3.5.6 191 Affinity Plan – The 191 Affinity Plan is available to customers of Internet and/or cable television service providers (minimum basic cable service) that have entered into an Affinity Marketing Agreement with Bright Long Distance LTD.

See price list for current rates, terms, and conditions.

(T)

## 3.5.7 Unlimited Affinity Plans

(N)

3.5.7.1 Unlimited Residential Affinity Plan – This Plan provides residential customers with unlimited intrastate and interstate direct dialed calls (including all 50 U.S. states, Puerto Rico, U.S. Virgin Islands, Guam, and U.S. Samoa) for a Monthly Fee.

3.5.7.2 Unlimited Business Affinity Plan – This Plan provides business customers with unlimited intrastate and interstate direct dialed calls (including all 50 U.S. states, Puerto Rico, U.S. Virgin Islands, Guam, and U.S. Samoa) for a Monthly Fee.

## 3.5.7.3 General Terms and Conditions for the two Unlimited Affinity Plans:

- Available to customers of Internet and/or cable television service providers (minimum basic cable service) who have entered into an Affinity Marketing Agreement with Bright Long Distance LTD.
- See price list for current rates, terms, and conditions.
- Canada Option available – see price list.
- These plans and the Canada Option may not be available in all service areas.
- The Monthly Fee (see price list) may be waived or discounted during the introductory period and/or during promotional periods on a local exchange basis.
- The Company may offer discounts for annual prepaid service during promotional periods. Annual prepayments are non-refundable.

(N)

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## 3.5 Outbound Long Distance Service (cont'd)

## 3.5.7 Unlimited Affinity Plans (cont'd)

(N)

- The unlimited calling applies to voice calls only (i.e., not to calls placed to an Internet service provider). If the Company determines that the subscriber's usage of the service extends beyond voice calls only, the subscriber will be in violation of the terms and conditions of this tariff. Accordingly, the Company may discontinue providing the service plan at the bundled rate (that is, the Company will "unbundle" the plan). Upon discontinuation of the bundled service plan, the Monthly Fee will be prorated and a per-minute rate of \$0.15 (based on an initial period of 30-seconds and incremental periods of 6-seconds thereafter) will be charged for all minutes of use. The Company reserves the right to make such billing adjustments in arrears up to 180 days.
- The customer may add toll-free services in accordance with the rates set forth in the Price List Page 2.
- Customers who want the ability to make additional international calls (i.e., other than to Canada, Puerto Rico, U.S. Virgin Islands, Guam, and U.S. Samoa) must contact the Company or its authorized billing and collection agent. Charges for such international calls shall be on a per-minute use basis. The Company's international rates are available at [www.bld.net](http://www.bld.net).

## 3.5.8 Bucket Affinity Plans

- 3.5.8.1 350 Bucket Affinity Plan – This Plan provides residential and business customers with an allowance of 350 minutes of intrastate and interstate direct dialed calls (including all 50 U.S. states, Puerto Rico, U.S. Virgin Islands, Guam, and U.S. Samoa).
- 3.5.8.2 700 Bucket Affinity Plan – This Plan provides residential and business customers with an allowance of 700 minutes of intrastate and interstate direct dialed calls (including all 50 U.S. states, Puerto Rico, U.S. Virgin Islands, Guam, and U.S. Samoa).

(N)

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 INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE
 

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## 3.5 Outbound Long Distance Service (cont'd)

## 3.5.8 Bucket Affinity Plans (cont'd)

3.5.8.3 1400 Bucket Affinity Plan – This Plan provides residential and business customers with an allowance of 1400 minutes of intrastate and interstate direct dialed calls (including all 50 U.S. states, Puerto Rico, U.S. Virgin Islands, Guam, and U.S. Samoa).

(N)

## 3.5.8.4 General Terms and Conditions for the three Bucket Affinity Plans:

- Available to customers of Internet and/or cable television service providers (minimum basic cable service) who have entered into an Affinity Marketing Agreement with Bright Long Distance LTD.
- See price list for current rates, terms, and conditions.
- Canada Option available – see price list.
- These plans and the Canada Option may not be available in all service areas.
- Unused minutes of the monthly call allowance may not be carried over to the following month.
- The unlimited calling applies to voice calls only (i.e., not to calls placed to an Internet service provider). If the Company determines that the subscriber's usage of the service extends beyond voice calls only, the subscriber will be in violation of the terms and conditions of this tariff. Accordingly, the Company may discontinue providing the service plan at the bundled rate (that is, the Company will "unbundle" the plan). Upon discontinuation of the bundled service plan, the monthly rate will be prorated and a per-minute rate of \$0.15 (based on an initial period of 30-seconds and incremental periods of 6-seconds thereafter) will be charged for all minutes of use. The Company reserves the right to make such billing adjustments in arrears up to 180 days.

(N)

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## 3.5 Outbound Long Distance Service (conr'd)

## 3.5.8 Bucket Affinity Plans (cont'd)

- The Customer may add toll-free services in accordance with the rates set forth in the Price List Page 2.
- Customers who want the ability to make additional international calls (i.e., other than to Canada, Puerto Rico, U.S. Virgin Islands, Guam, and U.S. Samoa) must contact the Company or its authorized billing and collection agent. Charges for such international calls shall be on a per-minute use basis. The Company's international rates are available at [www.bld.net](http://www.bld.net).
- Group Call Discount: When a Customer groups multiple access lines within a single premise on a single bill, and all such access lines are on any of the Bucket Affinity Plans, the Customer will receive the applicable monthly allowance of minutes of calling total for all of the access lines. Additionally, the Company will waive the Monthly Fee for all access lines but one. In other words, with the Group Call Discount, the Customer will receive either 350, 700 or 1400 minutes of calling per month (depending on selected bucket calling plan) for all access lines combined, not per access line, and will be charged the Monthly Fee for one access line only. A per-minute rate applies to all minutes in excess of the monthly call allowance per month. The Group Call Discount may not be available in all local exchanges.

(N)

(N)

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 INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE
 

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## 3.5 Outbound Long Distance Service (cont'd)

## 3.5.9 BLD Plain and Simple Calling Plans (M)

## 3.5.9.1 Plain and Simple Residential Class Calling Plan

Provides customers with an allowance of 325 minutes of usage per month for a flat monthly rate. This plan is available to residential customers only.

## 3.5.9.2 Plain and Simple Home Office Class Calling Plan

Provides customers with an allowance of 600 minutes of usage per month for a flat monthly rate.

## 3.5.9.3 Plain and Simple Business Class Calling Plan

Provides customers with an allowance of 1200 minutes of usage per month for a flat monthly rate. This plan is available to business customers only.

## 3.5.9.4 General Terms and Conditions for the Three Plain and Simple Calling Plans:

- Minutes used in excess of the monthly allowance of minutes will be billed a per-minute rate. Rates will be rounded to the nearest minute.
- This plan is not available in all areas.
- Unused minutes of the monthly call allowance may not be carried over to the following month.
- See price list for current rates.
- The monthly allowance of minutes applies to voice calls only (i.e., not to calls placed to an internet service provider). If the Company determines that the subscriber's usage of the service extends beyond voice calls only, the subscriber will be in violation of the terms and conditions of this tariff. Accordingly, the Company may discontinue providing the service package at the bundled rate (that is, the Company will "unbundle" the package). Upon discontinuation of the bundled service package, the monthly rate will be prorated and the per-minute rate will be the rate charged for minutes in excess of the monthly call allowance. BLD reserves the right to make such billing adjustments in arrears up to 180 days.

(M)

## INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

## SECTION 3 – SERVICE DESCRIPTIONS AND RATES (con't)

- 3.5 Outbound Long Distance Service (cont'd) (M)
- 3.5.9.5 General Terms and Conditions for the Three Plain and Simple Calling Plans: (con't)
- Group Call Discount
 

When a Customer groups multiple access lines within a single premise on a single bill, and all such access lines are on any of the Plain and Simple Calling Plans, the Customer will receive the applicable monthly allowance of minutes of calling total for all of the access lines. Additionally, the Company will waive the Monthly Fee for all access lines but one. In other words, with the Group Call Discount, the Customer will receive either 325, 600, or 1200 minutes of calling per month (depending on selected class of calling plan) for all access lines combined, not per access line, and will be charged the Monthly Fee for one access line only. A per minute rate applies to all minutes in excess of the monthly call allowance per month. The Group Call Discount may not be available in all exchanges. (M)
- 3.5.10 BLD Rollback Plan – The BLD Rollback Plan offers customers the ability to call anywhere in the United States, any time of day or night, for one low rate. This plan is not available in all areas. A surcharge will apply if the customer's total monthly bill does not exceed \$15.00. The surcharge may be waived during an initial introductory period and during special promotional offers. (M)
- See price list for current rates and Inbound Toll-Free Number Service option.
  - Group Call Discount
 

When one Customers groups multiple access lines within a single premise on a single bill, and all such access lines are on the BLD Rollback Plan, the Company will calculate the Customer's minutes of calling on an aggregated basis when determining whether the monthly surcharge will apply. In other words, the Company will assess the surcharge if the combined total for all of the access lines does not exceed \$15.00. The Group Call Discount may not be available in all exchanges. (M)

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## SECTION 3 – SERVICE DESCRIPTIONS AND RATES (con't)

## 3.6 Inbound Toll-Free Number Service

(M)

BLD's Inbound Toll-Free Number Service is an 800/888 number service available for Customer Use twenty-four (24) hours a day, seven (7) days a week.

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party.

For billing purposes, after the initial period of thirty seconds (30) seconds, calls are billed in six (6) second increments. Volume discounts do not apply.

See price list for current rates associated with the various outbound long distance service plans.

## 3.7 Group Call Option

When a Customer groups multiple access lines within a single premise on a single bill, and all such access lines are on the same BLD calling plan, the Company will waive the Monthly Fee for all access lines but one.

The Group Call Option is only available with the Gold Plan, Gold Plan Plus, and Business Gold Plan and may not be available in all exchanges.

(M)

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## SECTION 3 - SERVICE DESCRIPTIONS AND RATES (con't.)

3.8 Calling Card Service (T)

3.8.1 General (T)

BLD's Calling Card Service is offered 24 hours a day, seven days a week to all valid terminating locations. Access to BLD's Calling Card service is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with area code. The Company offers both prepaid and debit calling cards.

For billing purposes, after the initial period of thirty seconds (30) seconds, calls are billed in six (6) second increments. Volume discounts do not apply. No per call service charges apply. Prepaid calling cards can only be used for originating domestic USA and only for calls placed to the 48 continental states. Debit calling cards are for originating USA, Mexico, and Canada.

See price list for current rates.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## SECTION 4 - MISCELLANEOUS SERVICES AND RATES

## 4.1 Directory Assistance

Directory Assistance is available to Customers of Bright Long Distance LTD. Directory Assistance charges apply to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

See price list for current rates

## 4.2 On Demand Features

See price list for current rates

## 4.3 Conference Calling

See price list for current rates

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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SECTION 5 - PROMOTIONS

5.1 General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

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ISSUED: January 12, 1998

EFFECTIVE: January 12, 1998

Case No. 97-1656-TP-ACE  
Mark J. Rekers, Authorized Agent  
522 Clinton Street  
Defiance, OH 43512

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## SECTION 6 - CONTRACT SERVICES

## 6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

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 MINIMUM TELEPHONE SERVICE STANDARDS
 

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Bright Long Distance LTD will comply with all of the Commission's Minimum Telephone Service Standards (MTSS), set forth in Chapter 4901:1-5 of the Ohio Administrative Code (O.A.C.), including the following:

(N)

HANDLING OF CONSUMER COMPLAINTS  
(O.A.C. 4901:1-5-05)

- (A) For purposes of this rule, a complaint is an informal investigation conducted by the public interest center staff or telecommunications provider at the request of a consumer or as a method for staff to determine the telecommunications provider's compliance with this chapter and other Commission policies. Each telecommunications provider shall fully and promptly investigate all complaints. The telecommunications provider shall provide a report of each complaint's resolution within ten business days of the date of receipt of the complaint to:
- (1) the subscriber, when investigating a complaint made directly to the telecommunications provider; or
  - (2) the subscriber and the Commission staff, when investigating a complaint referred to the telecommunications provider by the Commission staff.
- (B) After ten business days, if the investigation is not complete, the telecommunications provider shall provide an interim report to the subscriber when investigating a complaint made directly to the telecommunications provider or to both the subscriber and the Commission staff when investigating a complaint referred to the telecommunications provider by the Commission staff. The interim report shall include:
- (1) the date when a final resolution is expected to be complete;
  - (2) a report of the current status of the complaint; and
  - (3) a report explaining what work or research needs to be completed.
- (C) The Commission staff may request interim reports at other intervals containing the same or other data due to the nature of the complaint.
- (D) The telecommunications provider shall inform the subscriber, or both the subscriber and the Commission staff, of the results of the investigation, either orally or in writing. The subscriber, the Commission staff, or both may request the final report to be in writing. If the telecommunications provider provides the results of the investigation orally to the subscriber, it shall inform the subscriber of the right to have this final report in writing.

(N)

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In Accordance with Case No. 00-1265-TP-ORD,  
 Issued by the Public Utilities Commission of Ohio  
 Randall A. Plaisier, Authorized Agent  
 Wapakoneta, Ohio 45895

MINIMUM TELEPHONE SERVICE STANDARDS

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HANDLING OF CONSUMER COMPLAINTS (Continued)  
(O.A.C. 4901:1-5-05)

(N)

(E) If the subscriber disputes the telecommunications provider's report(s), the telecommunications provider shall inform the subscriber that the Commission staff is available to mediate complaints. The telecommunications provider shall provide the subscriber with the address, local/toll-free numbers, and TDD/TTY number of the Commission's public interest center.

(F) All telecommunications providers shall provide the Commission staff with a name, telephone number, facsimile number, and e-mail address of a contact person who will respond to Commission concerns pertaining to consumer complaints. If any of the required information relating to the contact person should change, the telecommunications provider shall provide advance notice of such changes to the Commission.

(N)

MINIMUM TELEPHONE SERVICE STANDARDS

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ESTABLISHMENT OF SERVICE  
(O.A.C. 4901:1-5-13)

(N)

- (A) Service applicants may be required to establish creditworthiness.
- (1) Chapter 4901:1-17 of the Administrative Code pertains, generally, to the manner in which credit may be established by residential utility customers. Except as otherwise indicated in this rule, in each instance where a provision of Chapter 4901:1-17 of the Administrative Code has application to residential telephone service provided by a telecommunications provider, it shall be deemed, under this rule, as also having application to nonresidential telephone service by such companies.
  - (2) Telecommunications providers may required service applicants to establish financial responsibility as a condition precedent to establishing service. Both may rely on pertinent information obtained from credit reporting bureaus in determining whether creditworthiness need be established. However, a service applicant cannot be denied service, on creditworthiness grounds, unless the service applicant has been provided an opportunity to establish financial responsibility through every means available for doing so provided for in Chapters 4901:1-5 and 4901:1-17 of the Administrative Code.
  - (3) When a telecommunications provider requires the financial responsibility of a service applicant to be established, it must inform the service applicant of all options available for meeting that requirement.

(N)

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MINIMUM TELEPHONE SERVICE STANDARDS

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ESTABLISHMENT OF SERVICE (Continued)  
(O.A.C. 4901:1-5-13)

(N)

- (a) Paying a deposit must be among the available options, except where unpaid debt for regulated service is already owed by the service applicant to the telecommunications provider with whom the service applicant is seeking to establish service. Where unpaid debt for regulated service is owed, the Company may require the applicant to pay such debt pursuant to Rule 4901:1-5-13(A)(3)(d) of the Administrative Code.
- (b) Telecommunications providers are permitted, but not required, to make use of toll caps as a method of extending limited credit to subscribers or service applicants unable to maintain or establish their creditworthiness through other means, so long as the terms and conditions of the toll cap are set forth in a Commission-approved tariff. The terms and conditions under which a toll cap is imposed as well as the steps that the subscriber or service applicant may take to have the toll cap removed must be disclosed, in writing, by the telecommunications service provider at the time a toll cap is imposed.
- (c) If an applicant for service owes to a telecommunications service provider an unpaid bill for telecommunications service previously provided but discontinued for nonpayment, where the service applicant is presently seeking to establish or reestablish service with the same provider who previously provided the service, and is presently seeking to establish or reestablish the same class of service as that previously provided, the telecommunications service provider who provided the previous service is not obligated to deem the service applicant's creditworthiness as having been satisfactorily established under the Commission's establishment of credit and establishment of service rules so long as the bill for previous service remains unpaid. However, in no event, shall local exchange service be denied to any local exchange service applicant on grounds that the service applicant has failed to pay for a type of service other than local exchange service.

(N)

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 MINIMUM TELEPHONE SERVICE STANDARDS
 

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ESTABLISHMENT OF SERVICE (Continued)  
(O.A.C. 4901:1-5-13)

(N)

(d) An unpaid bill for previous toll service can be considered as a reason to deny service to an applicant seeking a new 1+ presubscription toll service account only when the unpaid bill is owed to the same telecommunications provider with whom the applicant is now seeking to establish or reestablish service and the class of service previously provided is the same as that the applicant is now seeking to establish or reestablish. If the previous unpaid bill is owed to a provider other than that with whom the applicant is seeking to establish service, the subsequent toll provider may not deny service on that basis alone, but may consider the applicant's unpaid debt, as well as any pertinent information obtained from a credit reporting bureau, in determining whether there exists a need to assess a toll deposit or take other measures to assure creditworthiness. Moreover, in no event shall local exchange service be denied to any local exchange service applicant on grounds that the service applicant has failed to pay for a type of service other than local exchange service.

(4) So long as it acts in a just, reasonable, and nondiscriminatory manner, a local service provider may, pursuant to a contract obligating it to do so, enforce the tariff-established credit and deposit policies of another telecommunications provider.

## (B) Deposits.

(1) Deposits for local service shall be calculated separately from deposits for toll service.

(2) Telecommunication service providers must choose only one, from between two alternative methods available for calculating deposits. Whichever method is chosen must be uniformly applied with respect to all service applicants and customers who are assessed a deposit.

(a) The first method, which may be referred to as "the individual service history method" involves calculating the amount of the deposit based on the known or estimated service history of the individual who is being assessed a deposit.

(N)

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 MINIMUM TELEPHONE SERVICE STANDARDS
 

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ESTABLISHMENT OF SERVICE (Continued)  
(O.A.C. 4901:1-5-13)

(N)

- (i) Under this method, the amount of a deposit assessed for local service shall not exceed two hundred and thirty per cent of the estimated or, where the customer or service applicant has either an existing or a previous local service account billing history with the local service provider, the historic monthly average total charge for all regulated local services provided (or to be provided) to the customer by the company or companies on whose behalf the deposit is assessed.
  - (ii) Under this method, the amount of a deposit assessed for toll service shall not exceed two hundred and thirty per cent of the estimated or, where the customer or service applicant has either an existing or a previous toll service account billing history with the toll service provider, the historic monthly average total charge for all regulated toll services provided (or to be provided) to the customer by the company or companies on whose behalf the deposit is assessed.
- (b) The second method, which may be referred to as “the uniform statewide deposit amount method”, involves calculating uniform statewide average deposit amounts for each of four categories of service: residence local exchange service, residence toll service, nonresidence local exchange service, and nonresidence toll service.
- (i) Under this method, a local service provider shall develop and may apply a tariffed, single, company-specific, statewide deposit amount for residence local service accounts and/or a tariffed, single company-specific statewide deposit amount for nonresidence local service accounts. Likewise, a toll service provider shall develop and may apply a tariffed, single, company-specific, statewide deposit amount for residence toll service accounts and/or a tariffed, single, company-specific statewide deposit amount for nonresidence toll service accounts.
  - (ii) Using the second alternative, the toll service provider shall develop and may apply a tariffed, single, company-specific, statewide deposit amount for residence toll service accounts and/or statewide deposit amount for nonresidence toll service accounts.

(N)

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MINIMUM TELEPHONE SERVICE STANDARDS

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ESTABLISHMENT OF SERVICE (Continued)  
(O.A.C. 4901:1-5-13)

(N)

- (iii) The amount of the deposit may not exceed two hundred and thirty per cent of the statewide average bill amount for the class and type of service involved, based on a study of all the provider's customers in the state of Ohio.
  - (iv) A subscriber who is assessed a deposit based on the service provider's statewide average deposit amount may, at any time after the first three months of service and up to the end of the first full year of service, upon request, receive credit on his or her bill for the difference between the amount of the deposit actually paid and an amount equal to two hundred and thirty per cent of the subscriber's actual monthly average total bill for the type of service on which the deposit was based (where the actual monthly average is based on the subscriber's average actual monthly usage of that service, dating from the time of the assessment of the statewide deposit to the point at which the request for credit is made). Any amount so credited shall thereafter no longer accrue interest to be refunded with the deposit and, thereafter, be considered as deducted from the amount of the deposit which, along with the interest accrued, must be refunded pursuant to Rule 4901:1-17-06 of the Administrative Code.
- (3) Local service must be provided to local service applicants who are able to meet the deposit requirements for local service regardless of whether the applicant is able to meet the deposit requirements for toll service.
  - (4) So long as payment of a toll deposit is in no way made a condition precedent to a local service applicant obtaining or maintaining local service, the assessment of a separately calculated deposit for local service may occur within the same bill as any separately calculated deposit for toll service.
  - (5) Any initial or additional deposit assessed by a telecommunications provider shall be based only on the credit history for the same class of service as the applicant is seeking to establish.

(N)

## MINIMUM TELEPHONE SERVICE STANDARDS

ESTABLISHMENT OF SERVICE (Continued)  
(O.A.C. 4901:1-5-13)

(N)

- (C) Toll providers, or local service providers acting on behalf of toll providers subject to billing and collection agreements, may otherwise block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not, thereby, denied the right to select, through a presubscribed interexchange carrier (PIC) mechanism, any subsequent 1+ toll service provider under the terms of this chapter of the Administrative Code. Any such subsequent toll provider may not deny establishment of 1+ presubscribed toll service on grounds that the customer has failed to establish creditworthiness, if:
- (1) the customer is able to establish creditworthiness using one of the means for doing so available under Chapter 4901:1-5 or the Administrative Code; or
  - (2) the subsequent toll provider, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under Chapter 4901:1-5 of the Administrative Code); or
  - (3) the subsequent toll provider attempts to require the customer to establish creditworthiness using credit establishment procedures which do not comport with the Commission's credit establishment policies and/or are not set forth within a Commission-approved tariff.
- (D) When an applicant for 1+ toll service who has previously been universally blocked for nonpayment of toll charges seeks to select, through a PIC mechanism, some subsequent toll provider as the applicant's 1+ carrier of choice, the subsequently PICed toll provider may, subject to its tariffed toll deposit policies and the Commission's minimum telephone service standards set forth in Chapter 4901:1-5 of the Administrative Code, require a deposit (or other evidence of creditworthiness) from such applicant for toll service in accordance with Rule 4901:1-5-13(B) of the Administrative Code. However, the subsequently PICed toll provider may accept a lower deposit, or no deposit, based upon usage, toll cap provisions in its tariff, or credit information obtained either from a credit bureau or directly from the customer.

(N)

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 MINIMUM TELEPHONE SERVICE STANDARDS
 

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ESTABLISHMENT OF SERVICE (Continued)  
(O.A.C. 4901:1-5-13)

(N)

- (E) Nothing should constrain telecommunications providers from furnishing credit information acquired from their own experiences with their own customers to consumer reporting agencies, within the meaning of the federal Fair Credit Reporting Act. However, if and when telecommunications providers furnish such information to others, they must comply with all of the requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the federal Fair Credit Reporting Act.
- (F) All forms of toll blocking services offered by local service providers to toll service providers must be provided on a nondiscriminatory basis to all toll service providers, regardless of whether the local service provider has established a billing and collection agreement with the toll provider. Any charges for toll blocking service offered by a local service provider to toll service providers must be set forth in a Commission-approved tariff.
- (G) Changes to local exchange service after initiation of service
- (1) Within sixty days of the date of initiation of service, new residential local service subscribers shall be allowed, at a minimum, a one-time change of their type of local exchange service (i.e., flat-rate, message, or measured service) without charge. This does not preclude the Company from charging for the original service connection, monthly charges for the period such service was used, or the addition or removal of any optional local service.
- (2) Within sixty days of the date of a change in their type of service, existing residential local service subscribers shall be allowed to return to their prior type of local exchange service once without charge. This does not preclude the Company from charging for the previous service connection, monthly charges for the period such service was used, or the addition or removal of any optional local service. This does not apply to subscribers who have availed themselves of the relief afforded in paragraph (G)(1) of this rule within the previous six months.

(N)

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 Issued by the Public Utilities Commission of Ohio  
 Randall A. Plaisier, Authorized Agent  
 Wapakoneta, Ohio 45895

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MINIMUM TELEPHONE SERVICE STANDARDS

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RESIDENTIAL SERVICE GUARANTORS

(N)

(O.A.C. 4901:1-5-14)

- (A) If a local service provider or toll service provider requires a deposit as a condition of providing service, the Company must inform an applicant of the option of providing a third-party guarantor in lieu of a deposit.
- (B) Each applicant for residential service shall be deemed creditworthy and shall not be required to make a deposit as a precondition of receiving service if the applicant furnishes a written guarantee signed by a third-party guarantor who has a credit rating as defined in paragraph (A)(3) of Rule 4901:1-17-03 of the Administrative Code. The terms of the guarantee shall include the following:
- (1) the guarantor may terminate the guarantee after thirty day's notice to the Company. The subscriber may be required to reestablish creditworthiness when the guarantor terminates the guarantee. The guarantor shall be obligated for charges for the local exchange and/or interexchange services provided to the subscriber through the date of termination of the guarantee; and
  - (2) the Company shall review annually the account history of each subscriber who has provided a guarantor. Once the subscriber satisfies the requirements for the refund of deposits, as stated in Rule 4901:1-17-06 of the Administrative Code, the Company shall, within thirty days, notify the guarantor in writing that the guarantor is released from all further responsibility for the account.
- (C) If a subscriber has provided a guarantor, that guarantor shall be afforded the opportunity to receive all notifications relating to the subscriber's disconnection of service for nonpayment. These notices shall be sent in the same manner and at the same time as those sent to the subscriber.

(N)

MINIMUM TELEPHONE SERVICE STANDARDS

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DENIAL OR DISCONNECTION OF LOCAL AND TOLL SERVICE  
(O.A.C. 4901:1-5-17)

(N)

- (A) Local service may only be disconnected for subscriber nonpayment of charges for local services regulated by the Commission. For purposes of this rule, local service is defined as every regulated service provided by the local service provider other than toll service and 900 and 976-like services.
- (B) Toll service may be disconnected for subscriber nonpayment of toll service, subject to the following conditions:
  - (1) Toll disconnection procedures shall comport with all applicable billing, notice, credit/deposit, and disconnection standards set forth in this chapter of the Administrative Code and shall be tariffed.
  - (2) A local service provider, including one which also provides toll service, may enforce the Commission-approved, tariffed disconnection procedures of a separate provider of toll services pursuant to a contract entered into between the local service provider and the separate toll service provider.

(N)

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MINIMUM TELEPHONE SERVICE STANDARDS

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DENIAL OR DISCONNECTION OF LOCAL AND TOLL SERVICE (Continued)  
(O.A.C. 4901:1-5-17)

(N)

- (C) Partial payments applied towards any past due amount on a bill or the balance due on a disconnection notice must be apportioned to past due regulated local service charges, then to any current local charges, before being applied by a telecommunications provider to any toll or nonregulated charges unless the subscriber pays the entire amount past due or more. In that case, any amount paid over the amount past due shall be applied first to current local charges.
- (D) A telecommunications provider must notify, or attempt to notify through any reasonable means, a subscriber before service is refused or disconnected when any of the following conditions exist:
- (1) a violation of or noncompliance with the telecommunications provider's rules or tariffs on file with the Commission;
  - (2) a failure to comply with municipal ordinances or other laws pertaining to telecommunications services; or
  - (3) a refusal by the subscriber to permit the local service provider access to its facilities.
- (E) A telecommunications provider must notify or attempt to notify, through any reasonable means, the subscriber before service is disconnected when the subscriber has committed a fraudulent practice as set forth and defined in its tariffs on file with the Commission.
- (F) The telecommunications provider may not disconnect the local or toll service of a subscriber who pays the Company the total amount due (or an amount agreed upon between the Company and the subscriber) on his/her account by the close of business on the disconnection date listed on the disconnection notice.

(N)

MINIMUM TELEPHONE SERVICE STANDARDS

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DENIAL OR DISCONNECTION OF LOCAL AND TOLL SERVICE (Continued)  
(O.A.C. 4901:1-5-17)

(N)

- (G) No notice is required prior to disconnection when:
  - (1) an emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
  - (2) a subscriber's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
  - (3) a subscriber tampers with facilities or equipment owned by the telecommunications provider.
  
- (H) If a subscriber or a member of the subscriber's household demonstrates that disconnection of service would be especially dangerous to his/her health, the local service provider must consider this circumstance when offering extended payment arrangements to avoid disconnection. Payment arrangements shall be offered regardless of the credit class of the subscriber.
  
- (I) When a residential subscriber's local service is disconnected for nonpayment, the local service provider shall maintain the subscriber's access to emergency services for a period of at least fourteen days following such disconnection.

(N)

## MINIMUM TELEPHONE SERVICE STANDARDS

DENIAL OR DISCONNECTION OF LOCAL AND TOLL SERVICE (Continued)  
(O.A.C. 4901:1-5-17)

(N)

- (J) Local service may not be refused or disconnected to any applicant or subscriber for any of the following reasons:
- (1) failure to pay for service furnished to a former subscriber unless the former subscriber and the new applicant for service continue to be members of the same household;
  - (2) failure to pay for a different class of service. Residential service may not be denied or disconnected for nonpayment of a nonresidential account and vice versa;
  - (3) failure to pay any amount which is in bona fide dispute. The Company may not disconnect service if the subscriber pays either the undisputed portion of the bill or where the disputed amount is in question, the subscriber pays the amount paid for the same billing period in the previous year; or
  - (4) failure to pay any nonregulated service charges.
- (K) Payment schedule and disconnection procedures for nonpayment.
- (1) A subscriber's bill shall not be due earlier than fourteen days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due.
  - (2) The Company shall not disconnect the service:
    - (a) sooner than fourteen days after the due date of the bill; and
    - (b) without sending a written notice of disconnection, postmarked at least seven days prior to the date of disconnection of service.

(N)

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In Accordance with Case No. 00-1265-TP-ORD,  
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 Randall A. Plaisier, Authorized Agent  
 Wapakoneta, Ohio 45895

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 MINIMUM TELEPHONE SERVICE STANDARDS
 

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DENIAL OR DISCONNECTION OF LOCAL AND TOLL SERVICE (Continued)  
(O.A.C. 4901:1-5-17)

(N)

- (3) A telecommunications provider may disconnect service during its normal business hours; however, no disconnection for past due bills may be made after twelve-thirty p.m. on the day preceding a day that all services necessary for reconnection are not available.
- (L) A notice of disconnection for nonpayment shall state the following:
- (1) Failure to pay the amount required at the Company's office or to one of its authorized agents by the date specified on the notice may result in the disconnection of local or toll services;
  - (2) The earliest date when disconnection will occur;
  - (3) The reason(s) for disconnection and any actions which the subscriber must take in order to avoid the disconnection, including the total amount required to be paid (which shall not be greater than the past due balance);
  - (4) The total amount due to avoid disconnection of local service as defined in paragraph (A) of this rule, which must be listed separately from charges for regulated toll and charges for unregulated services;
  - (5) The total amount due for toll charges and a statement that nonpayment of toll charges may result in the disconnection of toll service;
  - (6) The total amount due for nonregulated charges and a statement that nonpayment of such charges cannot result in the disconnection of local service or regulated toll service;
  - (7) The address and telephone number of the office of the telecommunications provider that the subscriber may contact in reference to the subscriber's account;

(N)

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MINIMUM TELEPHONE SERVICE STANDARDS

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DENIAL OR DISCONNECTION OF LOCAL AND TOLL SERVICE (Continued)  
(O.A.C. 4901:1-5-17)

(N)

- (8) The following statement:

If your questions are not resolved after you have called (name of utility), customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 1-800-686-7826 or 1-614-466-3292 or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180 from 8:00 A.M. to 5:00 P.M. weekdays, or visit the PUCO website at [www.puco.ohio.gov](http://www.puco.ohio.gov).

Residential customers may call the Ohio Consumers' Counsel (OCC), toll free at 1-877-742-5622 from 8:30 A.M. to 5:30 P.M. weekdays, or visit the OCC website at [www.pickocc.org](http://www.pickocc.org); and

- (9) A statement that an additional charge for reconnection may apply if service is disconnected. The statement shall also include a notice that payments to an unauthorized payment agent may result in the untimely or improper crediting of the subscriber's account.

- (M) Reconnection of local and toll service.

- (1) Unless prevented by circumstances beyond the Company's control or unless a subscriber requests otherwise, each telecommunications provider shall reconnect previously disconnected service by five P.M. on the next business day following either:

- (a) receipt by the Company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service have been eliminated; or
- (b) agreement by the Company and the subscriber on a deferred payment plan and a payment, if required, under the plan.

- (2) Before restoring service under this rule, a telecommunications provider may not insist upon payment of any amount that has not been included on a notice of disconnection.

(N)

## INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

## PRICE LIST

Outbound Long Distance Service – Direct Dial Service

For billing purposes, after the initial period of thirty (30) seconds, calls are billed in six (6) second increments. Volume discounts apply as set forth below.

## USAGE CHARGES:

Destination	Initial Period	Add'l Period
Within Ohio	\$0.0750	\$0.0150

Talk More Pay Less Plan

(T)

The following volume discount schedule applies to direct dial calls within Ohio.

## VOLUME DISCOUNTS:

Monthly Bill	\$0.00 - \$24.99	\$25.00 - \$49.99	\$50.00 - \$99.99	\$100.00 or more
Discount Percentage	0%	6.7%	13.33%	20%

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

PRICE LIST (con't)

**Inbound Toll-Free Number Service:**

Rates vary depending on outbound long distance service plan, if any. See table below:

Outbound Long Distance Service Plan	Monthly Recurring Charge	Initial Period	Additional Period
None	\$2.00	\$.075	\$.015
Talk More Pay Less Plan	None	\$.075	\$.015
<ul style="list-style-type: none"> <li>• Gold Plan</li> <li>• Gold Plan Plus</li> <li>• 191 Affinity Plan</li> <li>• Unlimited Residential Affinity Plan</li> <li>• 350 Bucket Affinity Plan</li> </ul>	None	\$.045	\$.0075
<ul style="list-style-type: none"> <li>• All 3 Classes of the Plain and Simple Plan</li> <li>• Unlimited Business Affinity Plan</li> <li>• 700 Bucket Affinity Plan</li> <li>• 1400 Bucket Affinity Plan</li> </ul>	None	\$.0345	\$.00575
Rollback Plan	\$2.00	\$.0285	\$.0057

(R)  
(N)  
(N)  
(N)  
(N)  
(N)

Monthly recurring charges and usage rates apply to Inbound Toll-Free Number Service and are in addition to the applicable Outbound Long Distance Service Plan charges. All monthly recurring charges and usage rates for the Outbound Long Distance Service Plans are as described in the Price List for those applicable calling plans.

For billing purposes, after the initial period of thirty seconds (30) seconds, calls are billed in six (6) second increments. Volume discounts do not apply.

Rates apply to inbound toll-free service for calls originating in the United States and terminating in Ohio.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

PRICE LIST (con't)

Calling Card Service

(M)

For billing purposes, after the initial period of thirty seconds (30) seconds, calls are billed in six (6) second increments. Volume discounts do not apply. No per call service charges apply. Prepaid calling cards can only be used for originating domestic USA and only for calls placed to the 48 continental states. Debit calling cards are for originating USA, Mexico, and Canada.

USAGE CHARGES: USA Terminating and Originating

(M)

PREPAID AND DEBIT CALLING CARD RATES		
DESTINATION	Initial Period	Add'l Period
Ohio	\$0.12	\$0.0240

SURCHARGES: (Debit Card Only)

Domestic Termination \$0.25  
 (Waived for initial promotion)

## INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

## PRICE LIST (con't)

Directory Assistance

Directory Assistance, Per Call                    \$0.90  
(Limit of One Inquiry Per Call)

On Demand Features

FEATURE	RATE
Audio Text/PerMinute	\$0.2000
Message Store and Forward/Per Message	\$0.7000
Operator Assistance - Station to Station/ Per Message	\$0.5000

Conference Calling

Set Up     \$1.0000  
Day Per Minute Rate                                     \$0.2000  
Night Per Minute Rate                                   \$0.1500

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 INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE
 

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## PRICE LIST (con't)

Gold Plan \*

Monthly Fee	\$4.95
Per Minute Rate	\$0.09
Group Call Option – see Section 3.7.	

Gold Plan Plus (5 cent Weekend Plan) \*

Monthly Fee	\$4.95
Per Minute Rate	\$0.09 (Monday 12:01 a.m. through Friday 12:00 midnight)
Per Minute Rate	\$0.05 (Saturday 12:01 a.m. through Sunday 12:00 midnight)

To subscribe to the Gold Plan Plus, customers must also be customers of a monthly service provider that has entered into a Gold Plan Plus Marketing Agreement with Bright Long Distance LTD.

Group Call Option – see Section 3.7.

Business Gold Plan \*

Monthly Fee	\$4.95	
Per Minute Rate	\$0.09	
Inbound Toll-Free Number Per Minute Rate	\$0.09	(R)
Group Call Option – see Section 3.7.		

191 Affinity Plan \*

Monthly Fee	\$0.00
Per Minute Rate	\$0.01 (Saturday 12:01 a.m. through Sunday 12:00 midnight)
Per Minute Rate	\$0.09 (Monday 12:01 a.m. through Friday 12:00 midnight)

To subscribe to the 191 Affinity Plan, customers must also be customers of internet and cable television service providers (minimum basic cable service) that have entered into an Affinity Marketing Agreement with Bright Long Distance LTD.

\* Rates apply to all direct dialed intrastate and interstate calls, and are not applicable to international and/or inbound toll-free number service, unless otherwise indicated. For billing purposes, calls are rounded to the next full minute.

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

PRICE LIST (con't)

Unlimited Affinity Calling Plans:

(N)

A. Unlimited Residential Affinity Plan:

Monthly Fee \$21.95

Includes unlimited direct dialed intrastate and interstate calls, and excludes international dialing (other than as set forth in Section 3.5.7.1) and inbound toll-free number service (800#).

Canada Option \$3.00/month in addition to Monthly Fee above.  
Provides unlimited calling to Canada.

B. Unlimited Business Affinity Plan:

Monthly Fee \$31.95

Includes unlimited direct dialed intrastate and interstate calls, and excludes international dialing (other than as set forth in Section 3.5.7.2) and inbound toll-free number service (800#).

Canada Option \$3.00/month in addition to Monthly Fee above.  
Provides unlimited calling to Canada.

C. General Terms and Conditions for the Unlimited Affinity Plans (Residential and Business):

New service activation or changes in BLD service plans after the start of the billing cycle will result in a proration of the Monthly Fee based upon the date of activation; the Customer will, however, be entitled to unlimited minutes of usage from the date of activation until the last day of the billing cycle during the first month.

The entire Monthly Fee will be applied to the final month of service if service is cancelled prior to the end of a billing cycle.

BLD reserves the right to deny mid-month activation in the event a subscriber exhibits a pattern of abuse by switching among BLD calling plans on a regular basis.

The customer may add toll-free services in accordance with the rates set forth in the Price List Page 2.

(N)

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

PRICE LIST (con't)

Bucket Affinity Plans:

(N)

A. 350 Bucket Affinity Plan:

Monthly Fee \$11.95

Includes 350 minutes of intrastate and interstate direct dialed calls (including all 50 U.S. states, Puerto Rico, U.S. Virgin Islands, Guam, and U.S. Samoa), and excludes other international dialing and inbound toll-free number service (800#).

Per-Minute Rate \$0.12

Applies to all minutes in excess of 350 minutes per month.

Canada Option \$3.00/month in addition to Monthly Fee above.

Provides unlimited calling to Canada.

Canada Per-Minute Rate \$0.12

Applies to all minutes in excess of the total plan monthly allowance of 350 minutes.

B. 700 Bucket Affinity Plan:

Monthly Fee \$16.95

Includes 700 minutes of intrastate and interstate direct dialed calls (including all 50 U.S. states, Puerto Rico, U.S. Virgin Islands, Guam, and U.S. Samoa), and excludes other international dialing and inbound toll-free number service (800#).

Per-Minute Rate \$0.09

Applies to all minutes in excess of 700 minutes per month.

Canada Option \$3.00/month in addition to Monthly Fee above.

Provides unlimited calling to Canada.

Canada Per-Minute Rate \$0.09

Applies to all minutes in excess of the total plan monthly allowance of 700 minutes.

(N)

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

PRICE LIST (con't)

Bucket Affinity Plans: (con't)

(N)

C. 1400 Bucket Affinity Plan:

Monthly Fee \$21.95

Includes 1400 minutes of intrastate and interstate direct dialed calls (including all 50 U.S. states, Puerto Rico, U.S. Virgin Islands, Guam, and U.S. Samoa), and excludes other international dialing and inbound toll-free number service (800#).

Per-Minute Rate \$0.07

Applies to all minutes in excess of 1400 minutes per month.

Canada Option \$3.00/month in addition to Monthly Fee above.

Provides unlimited calling to Canada.

Canada Per-Minute Rate \$0.07

Applies to all minutes in excess of the total plan monthly allowance of 1400 minutes.

D. General Terms and Conditions for the Bucket Affinity Plans:

For billing purposes, calls are rounded-up to the next full minute.

New service activation or changes in BLD service plans after the start of the billing cycle will result in a proration of the Monthly Fee based upon the date of activation; the customer will, however, be entitled to utilize the full monthly call allowance of minutes during the first month.

The entire Monthly Fee will be applied to the final month of service if service is cancelled prior to the end of a billing cycle.

BLD reserves the right to deny mid-month activation in the event a subscriber exhibits a pattern of abuse by switching among BLD calling plans on a regular basis.

Unused minutes of the monthly call allowance may not be carried over to the following month.

Group Call Discount – See Section 3.5.8.

(N)

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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PRICE LIST (con't)

BLD Plain and Simple Calling Plans\*:

(M)

A. Residential Class:

Monthly Fee \$19.95

Includes 325 minutes of calling per month to anywhere in the United States, any time of day or night.

Available to residential customers only.

Per Minute Rate \$ .12

Applies to all minutes in excess of 325 minutes per month.

B. Home Office Class:

Monthly Fee \$27.95

Includes 600 minutes of calling per month to anywhere in the United States, any time of day or night.

Per Minute Rate \$ .09

Applies to all minutes in excess of 600 minutes per month.

C. Business Class:

Monthly Fee \$54.95

Includes 1200 minutes of calling per month to anywhere in the United States, any time of day or night.

Available to business customers only.

Per Minute Rate \$ .07

Applies to all minutes in excess of 1200 minutes per month.

\* Rates apply to all direct dialed intrastate and interstate calls, and are not applicable to international and/or inbound toll-free number service, unless otherwise indicated. For billing purposes, calls are rounded to the next full minute.

(M)

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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PRICE LIST (con't)

General Terms and Conditions for the Plain and Simple Calling Plans:

(M)

The monthly allowance of minutes may be waived or increased during the introductory period and/or during special promotional periods from time-to-time on an exchange basis.

New service activation or changes in BLD service plans after the start of the billing cycle will result in a proration of the monthly fee based upon the date of activation; the Customer will, however, be entitled to utilize the full monthly call allowance of minutes during the first month.

The entire flat rate monthly fee will be applied to the final month of service if service is cancelled prior to the end of a billing cycle.

BLD reserves the right to deny mid-month activation in the event a subscriber exhibits a pattern of abuse by switching among BLD calling plans on a regular basis.

Group Call Discount – see Section 3.5.9.

(M)

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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PRICE LIST (con't)

BLD Rollback Plan\*

Monthly Fee	\$0.00
Per Minute Rate	\$0.057

(M)

A surcharge of \$2.95 will apply if the customer's total monthly bill does not exceed \$15.00.

Group Call Discount – see Section 3.5.10.

Optional Inbound Toll-Free Number Service:

Subscribers to the BLD Rollback Plan (residential and business) may add Inbound Toll-Free Number Service to this plan at the rate of \$.057 per minute. The initial period of thirty (30) seconds will be billed at \$ .0285. After the initial period, calls are billed in six (6) second increments at a rate of \$ .0057. A \$2.00 monthly recurring charge applies.

(M)

\* Rates apply to all direct dialed intrastate and interstate calls, and are not applicable to international and/or inbound toll-free number service, unless otherwise indicated. For billing purposes, calls are rounded to the next full minute.

**EXHIBIT B**

**(Proposed Revised Tariff Pages)**

INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

TARIFF

(T)

OF

BRIGHT LONG DISTANCE LTD

(D)

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**INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**

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**SECTION 1 – GENERAL**

(T)

- 1.1 Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5) (the “MTSS”). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled “Telephone Customer Rights and Responsibilities.” These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service. (N)
- 1.2 As of the Effective Date below, the rates, service descriptions, and the terms and conditions for all residential and business long distance services, as well as certain business telecommunications services will no longer be included in this tariff, which is on file with the Public Utilities Commission of Ohio. You may view such information for those services at the Company’s website: [www.bld.net](http://www.bld.net). (N)

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INTRASTATE LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

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## SECTION 2 – MISCELLANEOUS CHARGES (T)

## 2.1 Late Payment Fees (M)

The Company reserves the right to assess a late payment fee of 1.5% per month to regulated charges not paid at least nineteen days after the postmark on the customer's bill. The late payment fee will not apply to any portion of the bill that is in bona fide dispute, any previous late payment fees included in the amount due, or to service establishment charges for lifeline services. (T)

## 2.2 Return Check Charge (M)

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges. (M)

**EXHIBIT C**

**(Summary of Tariff Revisions)**

## **EXHIBIT C**

The Applicant, Bright Long Distance LTD (“Bright LD”), has deleted all of the provisions from its Intrastate Long Distance Message Telecommunications Service Tariff. Bright LD does impose a Late Payment Fee and a Return Check Charge, where and when applicable, both of which remain in the tariff.

Bright LD also added a) the general MTSS reference pursuant to the September 26, 2007 Entry in Case No. 05-1102-TP-ORD and b) a new reference to Bright LD’s website, in accordance with Ohio Adm.Code 4901:1-6(G)(4).

All tariff sheets not filed herein within Exhibit B are deleted.

**EXHIBIT D**

The Applicant intends to comply with Ohio Adm. Code 4901:1-6-05(G)(3) by maintaining its toll services on its website: [www.bld.net](http://www.bld.net).

## **EXHIBIT E**

### **(Customer Notice)**

The following notices were mailed to customers beginning February 4, 2008 and continuing through March 1, 2008.

In addition, on February 4, 2008 the Applicant forwarded the notices to the following Commission-provided electronic mailbox: [Telecomm-Rule16@puc.state.oh.us](mailto:Telecomm-Rule16@puc.state.oh.us) in accordance with the Entry issued September 19, 2007 in Case No. 06-1345-TP-ORD.

**Bright**   
**LONG DISTANCE, Ltd.**

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RESIDENTIAL AND BUSINESS CUSTOMER NOTICE

Date: February 15, 2008

Dear Valued Customer:

Beginning on March 18, 2008, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by Bright Long Distance LTD ("Bright LD") in cooperation with Ridgeville Telephone Company as its local agent will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Bright LD must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at [www.bld.net](http://www.bld.net) or you can request a copy of this information by contacting Bright Long Distance at P.O. Box 989, Lima, OH 45802-0989 or toll free at 888-927-4448 or contact your local service provider.

Since long distance services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Bright LD at the toll free number 888-927-4448 or visit us at [www.bld.net](http://www.bld.net). You may also visit the consumer information page on the PUCO's website at [puco.ohio.gov](http://puco.ohio.gov) for further information.

Sincerely,  
Bright Long Distance LTD

Dear Valued Customer:

Beginning on March 18, 2008, the prices, service descriptions, and the terms and conditions for long distance service that you are provided by Bright Long Distance LTD ("Bright LD") in cooperation with Benton Ridge Telephone Company as its local agent will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Bright LD must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at [www.bld.net](http://www.bld.net) or you can request a copy of this information by contacting Bright Long Distance at P.O. Box 989, Lima, OH 45802-0989 or toll free at 888-927-4448 or contact your local service provider.

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Sincerely,  
Bright Long Distance LTD

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**EXHIBIT F**

**(Affidavit)**



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/18/2008 10:25:39 AM**

**in**

**Case No(s). 90-5794-CT-TRF, 08-0260-TP-ATA**

Summary: Application In the Matter of the Application of Bright Long Distance LTD to Detariff Certain Tier 2 Services and Make Other Changes Related to the Implemenetation of Case No. 06-1345-TP-ORD electronically filed by Carolyn S Flahive on behalf of Bright Long Distance LTD