

File

RECEIVED - COMMUNICATIONS DIV.
00 JUN 30 11 09:13
\$125

Before
The Public Utilities Commission of Ohio

Application Not for an Increase in Rates,
pursuant to Section 4909.18 Revised Code
and Chapter 4901:1-8, Ohio Administrative Code

In the Matter of the Application of GTE North)
Incorporated for approval to introduce a new)
Resale & Recourse Tariff, P.U.C.O. No. 9,)
Containing Resale Services and MTSS Recourse)
Credits which will be provided to Competitive)
Local Exchange Carriers.)

Case No. 00-1183 TP-ATA

1. APPLICANT RESPECTFULLY PROPOSES:

- | | |
|--|--|
| <input checked="" type="checkbox"/> New Service | <input checked="" type="checkbox"/> Change in Rule or Regulation |
| <input type="checkbox"/> New Classification | <input type="checkbox"/> Reduction in Rates |
| <input type="checkbox"/> Change In Classification | <input type="checkbox"/> Correction of Error |
| <input type="checkbox"/> Other, not involving increase in rates: | |
| <input type="checkbox"/> Various related and unrelated textual revision,
without change in intent | |

2. Description of Proposal:

Applicant proposes to introduce a new Resale and Recourse Services Tariff, P.U.C.O. No. 9, containing the rules, regulations, and charges for Resale Telecommunication Services and MTSS Recourse Credits in provisioning service to Competitive Local Exchange Carriers .

3. Tariffs Affected:

<u>P.U.C.O. No. 9</u>	<u>P.U.C.O. No.</u>
Tariff Title:	Tariff Title:
Resale Services and MTSS Recourse Credits Tariff	
Section:	Section:
1, 2 & 3	
Section Title:	Section Title:
Applicability to Resale of Services and MTSS Recourse Credits	
Paragraph:	Paragraph:
All	

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician SW Date Processed 7/3/02

4. Attached to and made a part of this Application, in accordance with Chapter 4901:1-8, Ohio Administrative Code, are:

☐ Exhibit A - Existing Schedule Sheets,
(to be superseded) if applicable

☒ Exhibit B - Proposed Schedule Sheets

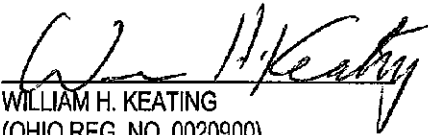
☒ Exhibit C-1 - New Service Proposals

☐ Exhibit C-2 - Revisions of Existing Tariffs

☐ Exhibit C-3 - Statement explaining reason for any
proposal not covered in Exhibits C-1 or C-2.

5. This application will not result in an increase in any rate, joint rate, toll, classification, charge or rental.

6. Applicant respectfully requests the Commission to permit the filing of the proposed schedule sheets, to become effective on the date, subsequent to filing, to be shown on the proposed schedule sheets which will be filed with the Commission; and to be in the form of schedule sheets in Exhibit B, modified by any further revisions that have become effective prior to the effective date of the proposed schedule sheets.


WILLIAM H. KEATING
(OHIO REG. NO. 0020900)
5994 Whitecraigs Ct.
Dublin, Ohio 43017
Telephone: 614/799-1312
Trial Attorney for GTE North Incorporated

Verification

State of Ohio, Marion County, ss:

Joseph E. Philabaum, Vice President
(Name of Officer) (President) (Vice-President)
and

John W. Kennedy, Assistant Secretary
(Name of Officer) (Secretary) (Treasurer)
of

GTE North Incorporated, being first duly sworn
(Name of Applicant)
hereby verify this application.

[Signature]
J. W. Kennedy

Sworn and subscribed before me this 20th day of June, 2000.

Cassandra F. Meade
Notary Public



CASSANDRA F. MEADE
NOTARY PUBLIC
Wyandot County, State of Ohio
Commission Expires March 13, 2001

EXHIBIT B
PROPOSED SCHEDULE SHEETS

<u>Tariff</u>	<u>Section</u>	<u>Sheet No.</u>
P.U.C.O. No. 9	Title	Original Sheet No. 1
	TOC	Original Sheet No. 1
	SYM & ABB	Original Sheet No. 1
	Check List	Original Sheet No. 1
	1	Original Sheet No. 1
	2	Original Sheet No. 1 through Original Sheet No. 15
	3	Original Sheet No. 1 through Original Sheet No. 33

P.U.C.O. NO. 9
RESALE AND RECOURSE SERVICE

GTE North Incorporated

TITLE SHEET
Original Sheet No. 1

GTE NORTH INCORPORATED
RESALE SERVICES AND MTSS RECOURSE CREDITS TARIFF
FOR THE STATE OF OHIO

Issued

Effective

In compliance with The Public Utilities Commission of Ohio
Order No.
by Joseph E. Philabaum, Vice President, GTE North Incorporated, Marion, Ohio

TABLE OF CONTENTS

	<u>SHEET</u>
<u>TITLE SHEET</u>	1
<u>TABLE OF CONTENTS</u>	1
<u>EXPLANATION OF SYMBOLS & ABBREVIATIONS</u>	1
<u>SECTION 1-APPLICABILITY</u>	1
<u>SECTION 2-RESALE SERVICE</u>	1
1. General	1
2. Branding	2
3. Liability of Company	2
4. Responsibilities of the Company	4
5. Responsibility of the Carrier	5
6. Billing	9
7. Use of Service	10
8. Rate Regulation	12
9. Services	13
 <u>SECTION 3 - MINIMUM TELEPHONE SERVICE STANDARDS</u> (MTSS) RECOURSE CREDITS	
1. General Terms and Conditions	1
2. Service Interruption Credit	4
3. New Service Installation Charge Credit	12
4. Installation Appointment Waiver and Repair Appointment Credit	18
5. Listing Credits	23
6. Records	26
7. MTSS Credit Claims	26
8. Limitations on MTSS Credits	32

Issued

Effective

P.U.C.O. NO. 9
RESALE AND RECOURSE SERVICE

EXPLANATION OF SYMBOLS AND ABBREVIATIONS
Original Sheet No. 1

GTE North Incorporated

EXPLANATION OF SYMBOLS

- (C) - To signify changed listing, condition, rule or regulations
- (D) - To signify discontinued material
- (I) - To signify increase
- (M) - To signify that material transferred from one sheet to another sheet of the same or a different schedule
- (N) - To signify new material
- (R) - To signify reduction
- (T) - To signify a change in text but no change in rate, condition, rule or regulation

EXPLANATION OF ABBREVIATIONS

- MTSS - Minimum Telephone Service Standards
- CLEC - Competitive Local Exchange Carrier
- NRC - Non-Recurring Charges
- PSAP - Public Safety Answering Point

Issued

Effective

In compliance with The Public Utilities Commission of Ohio
Order No.
by Joseph E. Phillabaum, Vice President, GTE North Incorporated, Marion, Ohio

P.U.C.O. NO. 9
RESALE AND RECOURSE SERVICE

GTE North Incorporated

CHECK LIST
Original Sheet No. 1

<u>SECTION</u>	<u>SHEET NO.</u>	<u>REV. NO.</u>	<u>SECTION</u>	<u>SHEET NO.</u>	<u>REV. NO.</u>
TITLE	1	Original	3- Recourse	12	Original
				13	Original
TOC	1	Original		14	Original
				15	Original
Symbols	1	Original		16	Original
				17	Original
Check List	1	Original		18	Original
				19	Original
1	1	Original		20	Original
				21	Original
2 - Resale	1	Original		22	Original
	2	Original		23	Original
	3	Original		24	Original
	4	Original		25	Original
	5	Original		26	Original
	6	Original		27	Original
	7	Original		28	Original
	8	Original		29	Original
	9	Original		30	Original
	10	Original		31	Original
	11	Original		32	Original
	12	Original		33	Original
	13	Original			
	14	Original			
	15	Original			
3 - Recourse	1	Original			
	2	Original			
	3	Original			
	4	Original			
	5	Original			
	6	Original			
	7	Original			
	8	Original			
	9	Original			
	10	Original			
	11	Original			

Issued

Effective

In compliance with The Public Utilities Commission of Ohio
Order No.
by Joseph E. Philabaum, Vice President, GTE North Incorporated, Marion, Ohio

APPLICABILITY

1. This tariff is applicable to the Resale of Services and Minimum Telephone Service Standards (MTSS) Recourse Credits available to Competitive Local Exchange Carriers (CLECs), which have been certified by the Public Utilities Commission of Ohio, by GTE North Incorporated, hereinafter referred to as the Company. Other requirements for CLECs are set forth in the following sections of this tariff.

Services offered in this tariff are provided within serving areas of GTE North Incorporated in the State of Ohio as defined in the Company's Local and/or General Tariffs.

The Company will provide Resale Local Exchange Services in Ohio subject to the availability of facilities, where technically feasible and from properly equipped central offices. The application of non-residence or residence service is determined in accordance with general regulations in P.U.C.O. No. 7 based upon the appropriate classification of the Carrier's Customer's (also referred to as "end user") service. Local exchange service cannot be utilized as a substitute for carrier access services. The Company reserves the right to commission an independent audit to ensure that these conditions have been met.

Resale of flat rate local exchange services or any other local exchange service does not entitle the Carrier to receive access charge revenue associated with either originating or terminating transmission of interexchange services over such resold service(s).

RESALE SERVICES

1. General

- 1.1 This Section sets forth the local exchange services made available by GTE North Incorporated (Company) for resale (Resale Local Exchange Services) by a telecommunications carrier (hereinafter "Carrier") for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("The Act") and the rules and regulations of the Federal Communications and the Public Utilities Commission of Ohio (P.U.C.O.).

General terms and conditions as described in P.U.C.O. No. 7 apply, where appropriate, unless otherwise specified in this Section. As applied to services offered in this Section, the term "Customer" contained in P.U.C.O. No. 7 shall be deemed to mean "Carrier" as defined in this Section.

Where service descriptions use the terms "customer" or "subscriber", such terms shall be deemed to mean:

- (i) "Carrier" (as defined in this Section) when the context concerns ordering service (or as appropriate blocking service) for resale to its customer; entering into and terminating payment plans for resold service, including calculating minimum usage requirements for optional toll calling plans; requesting repair of resold service, including authorization for the dispatch of service technicians to the Carrier's Customer's premises and performance of any premises work; and billing responsibility for the provision of service ordered by Carrier, and the use, activation, or premature termination of service by Carrier's Customers; or
- (ii) "Carrier's Customer" (as defined in this Section) when the context concerns sizing of the telecommunications system, network, or service resold; and the manner in which the resold service, including any aspects or capabilities of service, are used, activated, or accessed. "Carrier's Customer" is also the equivalent term when referencing service descriptions group member, account, or agent, supervisor or attendant position or line.

RESALE SERVICES

2. Branding

- 2.1 Company Branding. Carriers may not, without the Company's written authorization, offer Resale Local Exchange Services under any of the brand names of the Company or any of its affiliates, nor may any Carrier state or imply that there is any joint business association or any similar arrangement with the Company in the provision of telecommunications services to the Carrier's customers. Company may brand services under this Section with its own brand name (e.g. 411, 611, etc.) but not provide for Carrier branding of those services.
- 2.2 Carrier Branding. The Carrier may brand its resold local exchange services with its own brand name. Branding for Operator Services and Directory Assistance is provided at rates and on terms contained in contracts between the Company and Carrier on a special request basis where technically feasible.

3. Liability of the Company

- 3.1 Notwithstanding any other provision in this Part, the Company's general liability, as described in P.U.C.O. No. 7 does not extend to the Carrier's customers or any other third party. Liability of the Company to the Carrier resulting from any and all causes, shall not exceed the liability of the Company as stated in P.U.C.O. No. 7. The Company shall be responsible for the individual service or facility that it provides and shall not be responsible for the Carrier or Carrier's customer's integration of service components. Such liability shall not exceed an amount equal to the proportionate charge for the service or facility provided for the period during which the service was affected. No other liability whatsoever shall attach to the Company.

Issued

Effective

RESALE SERVICES

3. Liability of the Company (Cont'd)

3.1 Liability (Cont'd)

Carrier shall, in its tariffs or contracts for services under this Section with its customers, provide that in no case shall the Company be liable to the Carrier's customers or any third parties for any indirect, special or consequential damages, including but not limited to, economic loss, lost business or profits, whether foreseeable or not, and regardless of notification by the Carrier of the possibility of such damages. If Carrier fails to place such a provision in its tariffs and/or contracts, Carrier shall indemnify and hold the Company harmless from all claims based on any reason whatsoever from its customers or any third party, as provided in this Section. Nothing in this Section shall be deemed to create a third party beneficiary relationship between the Company and Carrier's customers.

If a Carrier ceases to resell Resale Local Exchange Services to its customers and fails to make arrangements for the continuation of such service, the Carrier shall provide an option to its customers to select an alternate Carrier. In the event that Carrier fails to provide such option or any of the Carrier's Customers fail to select a new Carrier, Company will provide local exchange services to the Carrier's Customers under P.U.C.O. No. 7 at then current recurring and usage sensitive tariff rates for service being furnished except that in this circumstance otherwise applicable service establishment charges will not apply to the Carrier's Customer, but will be assessed to the Carrier.

The Company is not liable for mistakes that appear in the Company's listings, 911 and information databases, or for incorrect referrals of end users to Carrier for any ongoing Carrier service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, the Carrier shall indemnify and hold harmless the Company from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third persons (including the Carrier's customers or employees).

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability made a condition of service by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate damage claims, it is also the court's responsibility to determine the validity of the limitation clause.

RESALE SERVICES

4. Responsibilities of the Company

- 4.1 Operational Interfaces. Company shall provide Carriers with electronic access to place service orders, receive phone number assignments, receive information necessary to bill Carrier's customers, and to inform Company of cases of trouble. Company shall provide interface specifications for such electronic access to Carrier's subject to Carrier's execution of Company's standard non-disclosure agreement.
- 4.2 Public/Emergency Services. The Company will provide access to the following services where the Company is the underlying 911 service provider.
 - 4.2.1. Universal Emergency Number Service (911) is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the governmental body may receive telephone calls dialed to the telephone number 911. The 911 Service includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.
 - 4.2.2. Enhanced 911 (E911) Telecommunications Service is a Call Delivery Network whereby any 911 dialed calls, including calls originating from Text Telephones, routed to the Company's central offices will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area within the county in which the service is provided and elsewhere in the serving area subject to the availability of stored program control central office facilities. Carriers and Carrier's customers purchasing services under this Section are not charged for calls to the 911 number except as provided in this tariff.

RESALE SERVICES

5. Responsibility of the Carrier

5.1 Documentation of Authorization/Agency

Prior to submitting an order under this Section, a Carrier must have obtained documentation from the end user (e.g., written or electronic authorization, tape recorded conversation, password verification, or other method permitted by the PUCO or the FCC), explicitly authorizing the Carrier to provide local exchange telecommunications services to the Carrier's customer (Documentation of Authorization). The Carrier must retain all Documentation of Authorization on file, which shall be available for inspection during normal business hours.

In the event that the Carrier submits an order under this Section, and the end user notifies the Company, within the greater of 90 days or two (2) billing cycles of the date the Carrier submitted an order under this Section, that the end user did not authorize the Carrier to provide local exchange telecommunications services to the end user (Unauthorized Switching), the Carrier must provide the Company with that end user's Documentation of Authorization within three (3) business days. In the event that the Carrier cannot provide the Documentation of Authorization within three business days, the Carrier must within three business days thereafter:

- Notify the Company to change the end user back to the local exchange carrier providing service to the end user before the change to the Carrier was made, and
- Provide any end user information and billing records the Carrier has obtained relating to the end user, to the prior Carrier, and
- Notify the end user and the Company that the change has been made, and
- Pay the Company any applicable charges to compensate the Company for switching the end user back to the original carrier.

Carrier's customers or Company's customer may request the Company to permit changes of their Primary Local Exchange Company (PLEC) only upon end user password-based notification to the company that the end user wishes to change its PLEC. In such a situation, the Company will not change an end user's PLEC without such password-based notification.

RESALE SERVICES

5. Responsibilities of the Carrier (cont'd)

5.2 Carrier Changes

When the Company receives an order from a Carrier (Ordering Carrier) for services under this Section to a Carrier's customer ("end user"), and the Company is currently providing services under this Section to another Carrier for the same end user (Carrier Customer of Record), Company shall notify its Carrier Customer of Record of such order coincident with the processing the order. It shall then be the responsibility of the Carrier Customer of Record and the Ordering Carrier to resolve any issues related to the end user. Carrier Customer of Record and/or Ordering Carrier agree to hold harmless and indemnify Company against any and all liability and claims, including reasonable attorneys' fees, that may result from the Company acting under this paragraph.

The Carrier is solely responsible for the payment of charges for all services furnished in this Section including, but not limited to, calls originated or accepted at its and its end users' service locations.

RESALE SERVICES

5. Responsibilities of the Carrier (cont'd)

5.2 Carrier Changes (cont'd)

If a Carrier fails to pay when due any and all charges billed to Carrier under this Section, including any late payment charges (Unpaid Charges), and any and all such charges remain unpaid more than forty-five (45) days after the due date of such Unpaid Charges, Company shall notify Carrier in writing that it must pay all Unpaid Charges to the Company within seven (7) business days. If Carrier disputes the billed charges, it shall within the seven (7) day period provided for in the prior sentence, inform Company in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to Company all undisputed charges; and shall pay disputed charges into an interest bearing escrow account. If Carrier and Company are unable, within thirty (30) days thereafter, to resolve issues related to the disputed charges, then either Carrier or Company may file a complaint with the Commission to resolve those issues. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to Company and/or to Carrier. If Carrier fails to pay any undisputed Unpaid Charges, Carrier shall, at its sole expense, within five (5) business days notify its Carrier customers that their service may be disconnected for Carrier's failure to pay Unpaid Charges, and that its Carrier customers must select a new Carrier to provide local exchange services. In the event that Carrier fails to provide such notification or any of Carrier's customers fail to select a new Carrier within the applicable time period, Company will provide local exchange services to Carrier's customers under P.U.C.O. No. 7 at then current recurring and usage sensitive tariff rates except that in this circumstance otherwise applicable service establishment charges will not apply to the Carrier's customer, but will be assessed to the Carrier. Company may discontinue service to Carrier upon failure to pay undisputed charges as provided in this section, and shall have no liability to Carrier or Carrier's customers in the event of such disconnection.

5.3 Carrier Interfaces

Carrier shall be responsible for modifying and connecting any of its systems with Company provided interfaces as described in this Part.

RESALE SERVICES

5. Responsibilities of the Carrier (cont'd)

5.4 Indemnification

Carriers who resell services offered under this Part shall indemnify, defend and save the Company Harmless against any and all claims and expenses (including attorneys' fees and costs) which may arise from or in connection with such resale including, but not limited to, claims for libel, slander, infringement of copyright or patents, claims for injuries to persons or property damage or any other damage in connection with Company service or resold services, arising out of any act or omission of the Carrier or end user in connection with facilities or services provided by the Company or the Carrier or end user, claims for interruption of or deficiencies, failures or errors in service and any consequences thereof and claims arising from mistakes in or omissions of directory listings.

The Company will not be responsible for the manner in which the use of service, or the associated charges are allocated to others by a Carrier who resells service. All applicable rates and charges for such service will be billed to and be the responsibility of the Carrier.

5.5 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

5.6 Carrier Contact Numbers

Carrier shall be responsible for providing to its customers and to the Company a telephone number or numbers that Carrier's customers can use to contact Carrier in event of service or repair request. In the event that Carrier's customers contact the Company with regard to such requests, Company shall inform Carrier's customers that they should call their Carrier and may provide Carrier's Contact Number to Carrier's customers. Carrier may enter into contractual arrangement with the Company for the transfer to Carrier of calls placed by Carrier's customers for service or repair requests.

RESALE SERVICES

5. Responsibilities of the Carrier (cont'd)

5.7 Emergency Telephone Number Information

Carrier shall provide Company with accurate and complete information regarding Carrier's customers in a method prescribed by the Company, so that the Company may keep its Emergency Telephone Number Service database updated.

6. Billing

- 6.1 The Company will provide a Carrier specific Daily Usage File (DUF) to each Carrier reselling message and measured Company Local Exchange Services. This file will include individual service specific daily usage for each resold message and measured Local Exchange Service. The daily usage file will include sufficient detail to enable Carriers reselling Company exchange services to bill Carrier's end user customers. No other detailed billing will be provided.

Interexchange call detail forwarded to the Company for billing, which would otherwise be processed by the Company, will either be returned to the Interexchange Carrier, and will not be passed through to the Carrier, or will be passed to the Carrier dependent upon contracts with each Carrier. Call details returned to the Interexchange Carrier with a transaction code indicating that the returned call originated from a resold account. The Company will not bill the Carrier's end user customers for pass-thru billing.

Billing for 900 and 976 calls or other pay-per-call services will be passed through to the Carrier when the Company records the message. If the Carrier does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines under this Section. When the Interexchange Carrier records the 900 and 976 calls, the call detail will be returned to the Interexchange Carrier.

The Carrier is responsible for providing all billing information to their customers who purchase resold Company exchange services.

RESALE SERVICES

6. Billing (cont'd)

6.1 Company shall not charge Carrier the applicable rate for services Company provided to Carrier in this Part, for which, and only to the extent that:

- Company did not provide Carrier billing information required to bill its customers as provided in this paragraph; and
- Such failure to provide billing information was not caused in part or in whole, by actions of the Carrier or other third parties; and
- Neither Carrier nor Company can provide the billing information within one year by another method that will enable Carrier to bill its customers.

7. Use of Service

7.1 Unlawful Use of Service. Service shall not be used for any purpose in violation of law. The Carrier, and not the Company, shall be responsible to ensure that Carrier and its customers' use of the services provided hereunder complies at all times with the applicable laws. The Company may refuse to furnish service to a Carrier applicant or shall disconnect the service of a Carrier or as appropriate the Carrier's Customer when:

- An order is issued by a court, the Ohio Public Utilities Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- The Company is notified in writing by a Law Enforcement Agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

Termination of service shall take place after reasonable notice is provided to the Carrier, or as ordered by the Court.

If communications facilities have been physically disconnected by Law Enforcement Officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the Carrier, and agreement to pay restoral of service charges and other applicable Service Charges, the Company shall promptly restore such service.

RESALE SERVICE

7. Use of Service (cont'd)

- 7.2 Interference with or Impairment of Service. Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of the service to other Carrier's or Company's customers.
- 7.3 Subscribing to Adequate Service. If a Carrier's use of service interferes unreasonably with the service of other Carriers or of Carrier customers or of the Company's customers, the interfering Carrier will be required to take service in sufficient quantity or of a different class or grade.
- 7.4 Application of Business and Residence Rates. The determination as to whether telephone service provided under this Section should be classified as business or residence is based on the character of the use to be made of the service by the Carrier's customer.

Issued

Effective

RESALE SERVICE

8. Rate Regulations

- 8.1 Category A services are available to Carriers for resale at the applicable resale discount of the monthly and nonrecurring tariff rates. If the tariff rates change for the Category A services being resold, the rate change also is applicable to the resold services. The Company will provide ten (10) days advance written notice of discounts or promotions to Carrier. Promotions available for resale must be offered only if the duration of the promotion is greater than 90 days, in total, for a 12 month period. Category B services are not available for resale.
- 8.2 A charge applies for the record change when converting the end user from the Company's account to a Carrier. The rate for this record change is the Service Ordering Charge as found in Section 2 of P.U.C.O. No. 7. The End User Common Line (EUCL) charge, as found in Section 13 of the GTE Telephone Operating companies Tariff FCC No. 1, will continue to apply for each local exchange line resold under this section of the Tariff. All federal rules and regulations associated with that FCC tariff will also apply

Issued

Effective

RESALE SERVICES

9. Category of Services

9.1 Category A Services

Residence – Individual Line	P.U.C.O., No. 6, Section 2
Residence – Usage Sensitive Service	
Business – Individual Line	
Business – Trunk Line	
Business – Trunk Line USS	
Business – Key Trunk Line	
Business – Key Trunk Line USS	
Business – COPT Coin Line	
Business – COPT Coin Line USS	
Business – Usage Sensitive Service	
Operator Assistance for Local Messages	P.U.C.O., No. 6, Section 2.1
Call Connection	
Printed Detail of Local Messages	
Zone Rates	P.U.C.O., No. 6, Section 2.2
Service Ordering Charge	P.U.C.O., No. 7, Section 2
Premises Visit Charge	
Central Office Charge	
Outside Plant Charge	
Premises Wiring	
Maintenance of Service Charge	
Non Payment Reconnection	
CentraNet	P.U.C.O., No. 7, Section 3
Frame Relay	P.U.C.O., No. 2, Section 1
Remote Call Forwarding	P.U.C.O., No. 7, Section 3
Coin Telephone Services	
DID Service	
DIOD Element	
Rotary Line Service	
Switched Data Service	
Calling Services	
Transfer of Toll Charge Service	P.U.C.O. No. 7, Section 3
Special Toll Billing Service	
Operator Assistance on Local Calls	
Directory Services	P.U.C.O. No. 7, Section 4
Directory Assistance	

Issued

Effective

GTE North Incorporated

RESALE SERVICE

9. Category of Services (cont'd)

9.1 Category A Services (cont'd)

Non Pub/NonList Services	
Mechanized Intercept Service	
900/976 Call Blocking Service	
Toll Restriction Service	
Billed Number Screening Service	
Selective Class of Call Screening Service	
Reserve Telephone Numbers	
Customized Number Service	
Private Line Services	P.U.C.O. No. 7, Section 6
Extension Service	P.U.C.O. No. 7, Section 7
CONTROLINK Digital Channel Service	P.U.C.O. No. 7, Section 9
ISDN - BRI	
ISDN - PRI	
ISDN-Local Packet Switching	
ISDN-Single Line	
CYBERDS1 Service	
North Eaton - Cleveland Metro EAS	P.U.C.O. No. 6, Section 2
Extended Local Calling Plans	
9-1-1 Network Services	P.U.C.O. No. 7, Section 3
Emergency Reporting Service (Fire Bar)	P.U.C.O. No. 7, Section 5
Foreign Central Office	
Vacation Service	
Seasonal Service	
Foreign Exchange Service	
Directory Assistance Call Completion	
Optional Central Office Services	
Primelink 976	
Service Connection Assistance	
Link-Up	
Lifeline Service	P.U.C.O. No. 7, Section 8

Issued

Effective

In compliance with The Public Utilities Commission of Ohio
Order No.
by Joseph E. Philabaum, Vice President, GTE North Incorporated, Marion, Ohio

P.U.C.O. NO. 9
RESALE AND RECOURSE SERVICE

GTE North Incorporated

SECTION 2
Original Sheet No. 15

RESALE SERVICE

9. Category of Services (cont'd)

9.2 Category B Services

Lifeline Service Credits
Any Grandfathered or Discontinued Service

Issued

Effective

In compliance with The Public Utilities Commission of Ohio
Order No.
by Joseph E. Philabaum, Vice President, GTE North Incorporated, Marion, Ohio

P.U.C.O. NO. 9
RESALE SERVICES AND MTSS RECOURSE CREDIT

GTE North Incorporated

SECTION 3
Original Sheet No. 1

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

1. General Terms and Conditions

- 1.1 This MTSS Recourse Tariff is subject to the Commission's authority. The meaning of particular sections of this MTSS Recourse Tariff has been determined by the Commission. Refer to the Commission's Entry issued in Case Nos. 96-1175-TP-ORD, In the Matter of the Amendment of the Minimum Telephone Service Standards as Set Forth in Chapter 4901:1-5 of the Ohio Administrative Code, and 98-1398-TP-AMT, In the Matter of the Joint Application of Bell Atlantic corporation and GTE Corporation for Consent and Approval of a Change in Control.
- 1.2 The respective rights and obligations of a telecommunications carrier and the Company with respect to the application of Rules 4901:1-5-01 (G) and 4901:1-5-18 of the MTSS for Telecommunications Services as provided by the Commission shall be as provided in this section. The MTSS Credits provided under this section shall apply only to those regulated intrastate Telecommunications Services (i) the Company provides to the telecommunications carrier on the specific terms and conditions set forth in Section 2, (ii) the telecommunications carrier provides to its end user Customers by accessing one (1) or more Company unbundled Network Elements on the specific terms and conditions and (iii) as ordered by the Commission, any products and services the Company provides to the telecommunications carrier pursuant to an effective Section 251/252 agreement if such agreement does not explicitly set forth terms and conditions to determine whether the Company has failed to comply with Rule 4901:1-5-01 (G) (2), in each case that is eligible for an MTSS Credit as provided by the MTSS. References herein to paragraphs shall be deemed to be references to paragraphs of this Section 3 unless the context shall otherwise require.

Issued

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

1. General Terms and Conditions (cont'd)

- 1.3 Subject to the Commission's interpretation of this section, whether the Company has provided adequate support (as set forth in Rule 4901:1-5-01 (G) (2) of the MTSS) to a telecommunications carrier shall be determined as provided in this section.
- 1.4 For purpose of this section, an "MTSS Credit" shall mean individually and collectively and a Service Interruption Credit, New Service Installation Charge Credit, Installation Appointment Waiver, Repair Appointment Credit, and Listing Credit. To be eligible for an MTSS Credit, a telecommunications carrier must provide the Company a complete MTSS Credit Claim as provided in paragraph 7.1 and within the timeframes set forth in paragraph 8.1.
- 1.5 In addition to the other terms, conditions and restrictions contained in this section, a telecommunications carrier shall only be entitled to receive an MTSS Credit if that carrier has purchased a service or product from the Company and such service or product is used by the telecommunications carrier to directly furnish Local Service to its end-user Customer and such end-user Customer has received the appropriate credit or waiver with respect to such Local Service from the claiming telecommunications carrier in accordance with Rule 4901:1-05-18(A), (B), (C), (D), or (E) of the MTSS.

Issued

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

1. General Terms and Conditions (cont'd)

- 1.6 A telecommunications carrier shall not request an MTSS Credit from the Company unless (i) the telecommunications carrier's end-user Customer is entitled to and receives a credit or waiver pursuant to Rule 4901:1-05-18(A), (B), (C), (D), or (E) of the MTSS and (ii) the telecommunications carrier is permitted to make a claim for recourse under Rule 4901:1-5-01 (G) of the MTSS, as provided in the MTSS and this section. Further, with respect to each MTSS Credit Claim submitted to the Company by a telecommunications carrier, the telecommunications carrier represents and warrants to the Company at the time the telecommunications carrier submits such claim to the Company that the information provided to the Company pursuant to paragraph 7.1 shall be a true and correct calculation of the amount of the recourse credit due the telecommunications carrier based on information known to the telecommunications carrier and information the telecommunications carrier has received from its end-user Customer and relied upon for substantiation of the requested recourse under Rules 4901:1-5-01(G) and 4901:1-5-18 of the MTSS, as provided in this section. If the telecommunications carrier becomes aware of any inaccuracy or omission in a previously submitted MTSS Credit Claim, the telecommunications carrier shall notify the Company of such inaccuracy or omission in accordance with the method described in paragraph 7.1.1 within five (5) Business Days of becoming aware of such inaccuracy or omission and identify in such notice any inaccuracy or omission on a per-Claim Reference Number basis.

Issued

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

2. Service Interruption Credit

2.1 General

The terms and conditions of the paragraph 2 shall apply to the Company's obligation to reimburse a telecommunications carrier for certain billing adjustments the telecommunications carrier has provided to its end-user Customers for a service interruption as specifically required by Rule 4901:1-5-18(A) and (B) of the MTSS. Subject to the Commission's interpretation of this section, a telecommunications carrier may only bring a claim for recourse against the Company for a service interruption under Rule 4901:1-5-01(G) of the MTSS (a "Service Interruption Credit") based on the Company's failure to provide adequate support to the telecommunications carrier if the conditions set forth in paragraphs 2.2 through 2.4 and 2.6 through 2.9, inclusive, and 8.1, have been met.

2.2 Interruption Defined

A telecommunications carrier's end-user Customer must have experienced an Interruption with respect to a Local Service. For purposes of this section, an "Interruption" shall mean that the carrier's end-user Customer cannot either (i) place outgoing calls or (ii) receive incoming calls and in each case, such loss of functionality is caused in part by the Company's facilities. For purposes of this section, "Local Service" shall mean, inclusively, those Basic Local Exchange Services defined in Rule 4901:1-5-02 (8) of the MTSS.

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

2. Service Interruption Credit (cont'd)

2.3 Cause of Interruption

The Interruption must have been caused (in whole or in part) by the Company's facilities and not by (i) a negligent or willful act or omission by the telecommunications carrier's end-user Customer, or (ii) any Customer-provided telephone equipment (including inside wiring), or (iii) an act of God, military action, insurrections, riots or strikes, or (iv) other circumstances under which the Commission determines that the Company should not be held responsible for the recourse credits required by Rule 4901:1-5-18(A) and (B) of the MTSS.

2.4 Denial of Access

The Interruption must not have been extended by the Company's inability to gain access to the telecommunications carrier's end-user Customer's premises due to the end-user Customer missing a Repair Appointment. If an Interruption is extended because of an end-user Customer missed Repair Appointment, the Company shall only be responsible for any applicable Service Interruption Credit prior to the date and time of such missed Repair Appointment (i.e., the Interruption Interval (as defined in paragraph 2.8) shall conclude as of the date and time of the missed Repair Appointment); provided, however, that denial of access shall not limit the Company's responsibility for any applicable Service Interruption Credit that may be owed prior to the time the Company was denied access (e.g., denial of access to the Company forty-eight (48) hours after an Interruption occurs would not, by itself, limit the Company's responsibility for any applicable credits due under paragraph 2.9.1(A) prior to such denial of access).

2.5 Documentation and Justification of Exceptions

Upon the request of the telecommunications carrier, the Company will provide the telecommunications carrier appropriate documentation and justification for any Service Interruption Credit the Company denies based on the exceptions set forth in paragraphs 2.3 and 2.4.

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

2. Service Interruption Credit (cont'd)

2.6 Trouble Screening

Prior to notifying the Company of any Interruption, the telecommunications carrier shall have, if technically possible, performed trouble screening sufficient to determine whether the trouble is located on the end-user Customer premises or in the Company's network.

2.7 Notice of Interruption

2.7.1

- (A) After receipt of notice of an interruption from its end-user Customer and completion of trouble screening as required by paragraph 2.6, the telecommunications carrier shall notify the Company of such Interruption through the "Maintenance Interface" described in paragraph 2.7.1(B) following.

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

2. Service Interruption Credit (cont'd)

2.7 Notice of Interruption (cont'd)

2.7.1 (cont'd)

- (B) The Company will provide access to, and the telecommunications carrier shall use, an electronic interface for the transfer and receipt of data necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status). The Maintenance Interface provides the telecommunications carrier the ability to report Interruptions and other troubles on Company Plain Old Telephone Service (POTS) circuits directly to the Company's Trouble Tracking Systems. The Maintenance Interface will also provide the telecommunications carrier automatic status information on the ticket as it is being worked.

The Company currently offers two methods of accessing the electronic maintenance interface: (1) an application to application interface or (2) a web-based graphic user interface (GUI) (each, the "Maintenance Interface").

The application to application connection is designed for the telecommunications carrier that has its own trouble management system and allows the ticket information to be entered once and then electronically submitted into both the Company's trouble management systems and the telecommunications carrier's system. The telecommunications carrier uses a dedicated link to send/receive trouble ticket information between its systems and the Company's using CMIP (Common Management Information Protocol).

The web-based GUI is designed for the telecommunications carrier that does not have its own trouble management system or chooses not to use the above method. The telecommunications carrier enters trouble ticket information into the Company's trouble management systems via a web-based GUI by dialing into an Internet Service Provider and using a web browser.

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

2. Service Interruption Credit (cont'd)

2.7 Notice of Interruption (cont'd)

2.7.1 (cont'd)

- C. The company will also accept submission of a notice of Interruption by facsimile from a telecommunications carrier for ninety (90) days after the serving carrier is operational or until the serving carrier is connected electronically to the Company's Maintenance Interface, whichever comes first. The Company will provide the appropriate facsimile number for the submission of interruption notices and may change the facsimile telephone number used by the telecommunications carrier upon 30 days notice. Failure by a telecommunications carrier to transmit a notice of Interruption to the telephone number provided for such purpose relieves the Company of recourse liability until a notice of Interruption is received at the appropriate facsimile number. The Company may impose a charge for the transmission of Interruption notices, by facsimile, as applicable.

2.7.2 In its notification to the Company described in paragraph 2.7.1, the telecommunications carrier must provide the Company all information required by the Maintenance Interface but shall, in order to commence the Interruption Interval described in paragraph 2.8, specifically provide, at a minimum, the following information for each line that is subject to an Interruption:

- Location Address
- Location Access Hours
- Location Contact Person
- Circuit ID/telephone number (actual number subject to the Interruption, not just the billing telephone number)
- Telecommunications Contact Person, Work Center and Telephone Number
- Trouble Type/Description

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

2. Service Interruption Credit (cont'd)

2.7 Notice of Interruption (cont'd)

- 2.7.3 A telecommunications carrier is entitled to one Service Interruption Credit per Interruption occurrence per end-user Customer, and multiple reports of the same Interruption occurrence for that end-user Customer shall not be eligible for an additional Service Interruption Credit for repeat Interruptions of the same line.

2.8 Calculation of Interruption

For the purposes of calculating any Service Interruption Credit claimed to be owed by the Company to a telecommunications carrier, the time at which an Interruption shall be deemed to have commenced shall be the time at which the Company first receives (i) a complete notice of the Interruption from the telecommunications carrier through the Maintenance Interface that contains all the necessary information required by paragraph 2.7.2 or (ii) notice through its internal systems of such Interruption. An Interruption shall be measured on a continuous basis (including Saturdays, Sundays and holidays) from the time the Company is deemed to have first received notice until (subject to paragraph 2.4) the time specified on the Company's records that such Interruption has been cleared (such time period referred to as the "Interruption Interval").

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

2. Service Interruption Credit (cont'd)

2.9 Amount of Service Interruption Credit

2.9.1 If (i) paragraphs 2.2 through 2.7 have been satisfied, (ii) the telecommunications carrier has given its Customer a credit pursuant to Rule 4901:1-5-18(A) and (B) of the MTSS and (iii) the telecommunications carrier has provided to the Company the information required by paragraph 7.1, then the Company shall, subject to paragraph 2.9.2, credit the telecommunications carrier an amount equal to the lesser of (x) the actual amount that the telecommunications carrier has credited such end-user Customer (whether in the form of a credit on such end-user Customer's bill or in the form of direct payment) and (y):

- (A) If the Interruption Interval exceeds twenty-three hours and forty-five minutes (23:45) but is less than or equal to forty-seven hours and forty-five minutes (47:45), the pro-rata portion (i.e. as applicable, one-thirtieth (1/30) or two-thirtieths (2/30)), of the monthly recurring charge(s) that the telecommunications carrier charges its end-user Customer for the Local Services rendered inoperative during the Interruption; or

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

2. Service Interruption Credit (cont'd)

2.9 Amount of Service Interruption Credit (cont'd)

2.9.1 (cont'd)

- (B) If the Interruption Interval exceeds forty-seven hours and forty-five minutes (47:45), but is less than or equal to seventy-one hours and forty-five minutes (71:45), one-third (1/3) of one (1) month's recurring charge(s) that the telecommunications carrier charges its end-user Customer for the Local Services rendered inoperative during the Interruption; or
- (C) If the Interruption Interval exceeds seventy-one hours and forty-five minutes (71:45), but is less than or equal to ninety-five hours and forty-five minutes (95:45), two-thirds (2/3) of one (1) month's recurring charge(s) that the telecommunications carrier charges its end-user Customer for the Local Services rendered inoperative during the Interruption; or
- (D) If the Interruption Interval exceeds ninety-five hours and forty-five minutes (95:45), one (1) month's recurring charge(s) that the telecommunications carrier charges its end-user Customer for the Local Services rendered inoperative during the Interruption.

The amount of any Service Interruption Credit shall be calculated based on the end-user Customer's Local Services that have been provisioned at the time the applicable Interruption commenced.

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

2. Service Interruption Credit (cont'd)

2.9 Amount of Service Interruption Credit (cont'd)

2.9.2.1 If the Local Services that a telecommunications carrier provides its end-user Customer are provided on a "bundled basis" (i.e., each Local Service provided does not have its own individual rate but instead multiple Local Services are provided at a single rate) and such end-user Customer's bill does not specifically identify the charges associated with each Local Service, the recurring monthly charges that the telecommunications carrier charges its end-user Customer for a given Local Service for purposes of calculating the amount of the Service Interruption Credit claimed in paragraph 2.9.1, shall be the lower of (i) the rate for such individual Local Service set forth in the telecommunications carrier's effective tariff(s), and (ii) the charge(s) paid by such end-user Customer for the bundled Local Services (and not the sum of each individual Local Service provided to such end-user Customer).

3 New Service Installation Charge Credit

3.1 General

The terms and conditions of this paragraph 3 shall apply to the Company's obligation to reimburse a telecommunications carrier for certain billing adjustments the telecommunications carrier has provided to its end-user Customers for failure to install New Service(s) as specifically required by Rule 4901:1-5-18 (C) of the MTSS. Subject to the Commission's interpretation of this section, a telecommunications carrier may only bring a claim for recourse against the Company for failure to install New Service under Rule 4901:1-5-01 (G) of the MTSS (a "New Service Installation Charge Credit") based on the company's failure to provide adequate support to a telecommunications carrier if the conditions set forth in paragraphs 3.1 through 3.5, inclusive, and 8.1, have been met.

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

3. New Service Installation Charge Credit (cont'd)

3.2 New Service Defined

For the purpose of this section, "New Service" shall mean the Telephone Exchange Service provided by the telecommunications carrier to its end-user Customer through (i) Resale Services or (ii) access to one (1) or more Company unbundled Network Elements that is provided to that end-user Customer, in each case provided pursuant to the Company/telecommunications carrier's Section 251/252 agreement, as applicable. In evaluating a telecommunications carrier's request for a New Service Installation Charge Credit pursuant to Rules 4901:1-5-01(G) and 4901:1-5-18(C), the Company shall apply the same principles (i.e., application of exceptions, definition of "Business Day" and deemed receipt of a Service Order) that the Company applies to its retail Customers. For the purposes of calculating a New Service Waiver, the term "Business Day" shall mean Monday through Friday, excluding holidays on which the Company does not provision New Service.

3.3 Receipts of New Service Requests

Subject to the other limitations set forth in this paragraph 3, for the purposes of determining whether the Company has complied with the New Service installation intervals set forth in paragraph 3.4, the Company shall be deemed to have received a request for New Service (a "New Service Request") from a telecommunications carrier:

- (A) on and at the start of the Business Day the Company receives a Service Order that contains all the necessary information sufficient to process such order for New Service from the telecommunications carrier, if (i) such Service Order was submitted to the Company via the Company's electronic ordering interface (the "Provisioning EI") before 3:00 p.m. CST on that Business Day or (ii) the Provisioning EI is available and able to receive the Service Order but the telecommunications carrier chooses to submit such Service Order to the Company permitted in its Section 251/252 agreement, if and as applicable, via a means other than the Provisioning EI before 12:00 Noon CST on that Business Day; and/or

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

3. New Service Installation Charge Credit (cont'd)

3.3 Receipt of New Service Requests (cont'd)

- (B) on and at the start of the next Business Day after the Company's receipt of a Service Order that contains all the necessary information sufficient to process such order for New Service from the telecommunications carrier, if (i) such Service Order was received by the Company after 3:00 P.M. CST on a given Business Day via the Provisioning EI or (ii) if the Provisioning EI is available and able to receive the Service Order but the telecommunications carrier chooses to submit such Service Order to the Company as permitted in its Section 251/252 agreement, if and as applicable, via a means other than the Provisioning EI, after 12:00 Noon CST on a given Business Day.

New Service shall be deemed to be installed on the date and at the time evidenced on the Company's records. If the Company receives a Service Order from a telecommunications carrier that does not contain all the necessary information sufficient to process that order, the Company may reject that Service Order and return it to the telecommunications carrier within one (1) Business Day after the Company's receipt of such order and shall include with such rejection an explanation as to why such order was rejected. Service Orders rejected in error shall not interrupt the applicable New Service installation interval.

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

3. New Service Installation Charge Credit (cont'd)

3.4 Installation Intervals and Amount of New Service Installation Charge Credit

- (A) If (i) the Company fails to install New Service by (x) the fifth (5th) Business Day after the Company is deemed to have received a New Service Request from the telecommunications carrier, as provided in paragraph 3.3, or (y) the telecommunications carrier's requested installation date, if such requested date is greater than five (5) Business Days after the Company has received a New Service Request from such telecommunications carrier that requests such later installation date, (ii) the telecommunications carrier has provided its end-user Customer a credit or waiver of certain nonrecurring installation charges associated with such installation pursuant to Rule 4901:1-5-18 (C) of the MTSS and (iii) the telecommunications carrier has provided the company the information required by paragraph 7.1, then the company shall, subject to paragraph 3.5, credit the telecommunications carrier an amount equal to the lesser of (1) fifty percent (50%) of the nonrecurring installation charges that the telecommunications carrier would have charged or did charge its end-user Customer with respect to such installation, as provided in the telecommunications carrier's effective tariff(s) or the telecommunications carrier's end-user Customer contract, as applicable, at the time of such New Service Request and (2) the actual amount that the telecommunications carrier has waived or credited such end-user Customer on account of such missed interval (whether in the form of a credit or waiver on such end-user Customer's bill or in the form of a direct payment).

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

3. New Service Installation Charge Credit (cont'd)

3.4 Installation Intervals and Amount of New Service Installation Charge Credit (cont'd)

- (B) If (i) the Company fails to install New Service by (x) the tenth (10th) Business Day after the Company is deemed to have received a New Service Request from the telecommunications carrier, as provided in paragraph 3.3, or (y) the telecommunications carrier's requested installation date, if such requested date is greater than ten (10) Business Days after the Company has received a New Service Request from such telecommunications carrier that requests such later installation date, (ii) the telecommunications carrier has provided its end-user Customer a credit or waiver of certain nonrecurring installation charges associated with such installation pursuant to Rule 4901:1-5-18(C) of the MTSS and (iii) the telecommunications carrier has provided the Company the information required by paragraph 7.1, then the Company shall, subject to paragraph 3.5, credit the telecommunications carrier an amount equal to the lesser of (1) one hundred percent (100%) of the nonrecurring installation charges that the telecommunications carrier would have charged or did charge its end-user Customer with respect to such installation, as provided in the telecommunications carrier's effective tariff (s) or the telecommunications carrier end-user Customer contract, as applicable, at the time of such New Service Request and (2) the actual amount that the telecommunications carrier has waived or credited such end-user Customer on account of such missed interval (whether in the form of a credit or waiver on such end-user Customer's bill or in the form of a direct payment).

Issued

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

3. New Services Installation Charge Credit (cont'd)

3.5 Notwithstanding anything to the contrary set forth in paragraph 3.4, the Company shall not be liable to a telecommunications carrier for a New Service Installation Charge Credit if:

- (A) the request for New Service involves special equipment or special services pursuant to Rule 4901:1-5-18 (C); or
- (B) the request for New Service is in an undeveloped area where no facilities exist; or
- (C) the request for New Service does not meet applicable Company or telecommunications carrier tariff requirements or the requirement of the Company/telecommunications carrier's Section 251/252 agreement; or
- (D) in the case of New Service provisioned through access to one (1) or more Company unbundled Network Elements, the telecommunications carrier has not established unbundled Local Switching and/or Collocation necessary to access such requested loop at the time of such New Service Request, or
- (E) in the case of New Service provisioned through access to one (1) or more company unbundled Network Elements, the telecommunications carrier requested a new conversion time that is outside of the applicable interval(s) set forth in paragraph 3.4 of this section; provided that if the requested new conversion time is greater than five (5) Business Days from the originally requested installation date, such request shall be deemed a request for New Service subject to the terms of this paragraph 3; or

Issued

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

3. New Service Installation Charge Credit (cont'd)

3.5 Limitations on New Service Installation Charge Credit (cont'd)

- (F) the circumstances underlying a New Service installation or application (e.g., the telecommunications carrier's end-user Customer misses an appointment or its facilities are not ready or the Company was unable to gain access at the time of the installation appointment) render compliance with the intervals set forth in paragraph 3.4 unreasonable. The ultimate determination of the reasonableness of the circumstances will be made by the Commission.

4. Installation Appointment Waiver and Repair Appointment/Commitment Credit

4.1 General

The terms and conditions of this paragraph 4 shall apply to the Company's obligation to reimburse a telecommunications carrier for certain billing adjustments the telecommunications carrier has provided to its end-user Customers for a missed (i) scheduled on-premises installation appointment for regulated services, as specifically required by Rule 4901:1-5-18 (D) (1) of the MTSS (an "Installation Appointment") or (ii) scheduled on-premises repair appointment or an outside repair commitment, as specifically required by Rule 4901:1-5-18 (D) (2) of the MTSS (a "Repair Appointment"). Subject to the Commission's interpretation of this section, a telecommunications carrier may bring a claim for recourse against the Company for a missed Installation Appointment or a Repair Appointment/Commitment under Rule 4901:1-5-01 (G) of the MTSS (an "Installation Appointment Waiver" and a "Repair Appointment/Commitment Credit", respectively) based on the Company's failure to provide adequate support to the telecommunications carrier if the conditions set forth in paragraphs 4.2 through 4.6, inclusive, and paragraph 8.1, have been met.

4.2 Appointment Window

The Company shall schedule, on a non-discriminatory basis, Installation Appointments and Repair Appointments/Commitment in the "A.M." (8:00 a.m. local time to 12:00 noon local time) or "P.M." (after 12:00 noon local time) (as applicable, the "Appointment Window").

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

4. Installation Appointment Waiver and Repair Appointment/Commitment Credit (cont'd)

4.3 Evidence of Appointments

Whether an Installation Appointment or a Repair Appointment/Commitment has been met shall be as evidenced by the records of the Company and the telecommunications carrier.

4.4 Limitations on Installment Appointment Waiver and Repair Appointment/Commitment Credit

Notwithstanding anything to the contrary contained in this section, the Company shall not be liable to a telecommunications carrier for an Installation Appointment Waiver or a Repair Appointment/Commitment Credit if:

- (A) The Company has provided the telecommunications carrier at least twenty-six (26) hours advance notice (telephonic or via an electronic interface) of its inability to meet an Installation Appointment or Repair Appointment/Commitment; or
- (B) The telecommunications carrier has provided its end-user Customer at least twenty-four (24) hours advance notification of the inability to meet an Installation Appointment or Repair Appointment/Commitment; or

MTSS RECOURSE CREDITS TERMS AND CONDITIONS (cont'd)

4. Installation Appointment Waiver and Repair Appointment/Commitment Credit (cont'd)

4.4 Limitations on Installation Appointment Waiver and Repair Appointment/Commitment Credit (cont'd)

- (C) the effects of a natural disaster prohibit (i) the Company from providing such twenty-six (26) hour advance notice to the telecommunications carrier or (ii) the telecommunications carrier from providing such twenty-four (24) hour advance notice to its end-user Customer, of the inability to meet an Installation Appointment or Repair Appointment/Commitment.

Issued:

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

4. Installation Appointment Waiver and Repair Appointment/Commitment Credit (cont'd)

4.5 Amount of Installation Appointment Waiver

If (i) the Company fails to meet an Installation Appointment within the scheduled Appointment Window, (ii) the telecommunications carrier's end-user Customer has requested a waiver of certain charges in accordance with and as required by Rule 4901:1-5-18(D)(1) of the MTSS, (iii) the telecommunications carrier has provided its end-user Customer such waiver or a credit pursuant to Rule 4901:1-5-18(D)(1) of the MTSS and (iv) the telecommunications carrier has provided the Company with the information required by paragraph 7.1, then the Company shall credit the telecommunications carrier an amount equal to the lesser of (x) fifty percent (50%) of the regulated nonrecurring installation charges associated with such Installation Appointment, as provided in the telecommunications carrier's effective tariff(s) the telecommunications carrier's end-user Customer contract, as applicable, at the time of such Installation Appointment and (y) the actual amount that the telecommunications carrier has waived or credited such end-user Customer (whether in the form of a credit on such end-user Customer (whether in the form of a credit on such end-user Customer's bill or in the form of direct payment) on account of such missed Installation Appointment.

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

4. Installation Appointment Waiver and Repair Appointment/Commitment Credit (cont'd)

4.6 Amount of Repair Appointment/Commitment Credit

If (i) the Company fails to meet a Repair Appointment/Commitment within the Scheduled Appointment Window, (ii) the telecommunications carrier's end-user Customer has requested a credit of certain charges in accordance with and as required by Rule 4901:1-5-18(D)(2) of the MTSS, (iii) the telecommunications carrier has provided its end-user Customer such credit pursuant to Rule 4901:1-5-18(D)(2) of the MTSS and (iv) the telecommunications carrier has provided the Company the information required by paragraph 7.1, then the company shall credit the telecommunications carrier an amount equal to the lesser of (x) fifty percent (50%) of one (1) month's recurring charges that the telecommunications carrier charges such end-user Customer for each Local Service rendered inoperative by virtue of such missed appointment, as provided in the telecommunications carrier's end-user effective tariff(s) or the telecommunications carrier's end-user Customer contract, as applicable, at the time of such Repair Appointment/Commitment and (y) the actual amount that the telecommunications carrier has credited such end-user Customer (whether in the form of a credit on such end-user Customer's bill or in the form of direct payment) on account of such missed Repair Appointment/Commitment. Notwithstanding the foregoing, if the telecommunications carrier provides its end-user Customer Local Service on a bundled basis and that end-user Customer Local Service on a bundled basis and that end-user Customer requested and was provided a Repair Appointment/Commitment Credit, the recurring charges owed by the company to the telecommunications carrier shall be determined in accordance with paragraph 2.9.2.

Issued:

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

5. Listing Credits

5.1 General

The terms and conditions of this paragraph 5 shall apply to the Company's obligation to reimburse a telecommunications carrier for certain billing adjustments the telecommunications carrier has provided to its end-user Customer for failure to include its end-user Customer's Listing in the White Pages or failure to include an end-user Customer's correct telephone number in the White Pages as specifically required by Rule 4901:1-5-18(E) of the MTSS. Subject to the Commission's interpretation of this section, a telecommunications carrier may only bring a claim for recourse against the Company for failure to include its end-user Customer's Listing in the White Pages or failure to include an end-user Customer's correct telephone number in the White Pages under Rule 4901:1-5-01(G) of the MTSS (a "Listing Credit") based on the Company's failure to provide adequate support to a telecommunications carrier if the conditions set forth in paragraphs 5.1 through 5.4, inclusive, and 8.1, have been met.

5.2 Listing and White Pages Defined

For purposes of this section, "Listing" shall mean the subscriber directory listing provided as part of the local access service to an end-user Customer in the applicable White Pages by the Company's directory publisher, whether provided, as applicable, as part of Resale Services or unbundled Local Switching, but not additional listings purchased by the telecommunications carrier pursuant to this Tariff. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single end-user Customer entitled to a single Listing. For the purpose of this section, "White Pages" shall mean directories or the portion of co-bound directories, which include a list in alphabetical order by name of the telephone number and address of the telecommunications carriers' (including the Company's) end-user Customers within a given geographic scope.

Issued:

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

5. Listing Credits (cont'd)

5.3 Limitations on Listing Credit

Notwithstanding anything to the contrary contained in this section, the Company shall not be liable to a telecommunications carrier for a Listing Credit if:

- (A) The due date for the Resale Service or unbundled Local Switching that established the Listing is after the White Pages Service Order close date and the telecommunications carrier has not provided the Company a timely advance listing; or
- (B) The Company received a request from the telecommunications carrier that the Listing be nonpublished and/or nonlisted; or
- (C) The telecommunications carrier provided the Company incorrect information with respect to the Listing on the Service Order that established such Listing; or
- (D) The telecommunications carrier was provided a copy of its end-user Customers' Listings prior to publication of the White Pages and such telecommunications carrier did not notify the publisher of any errors, omissions or inaccuracies in such Listings; or
- (E) The telecommunications carrier's end-user Customer has foregone the credit provided in Rule 4901:1-5-18 (E) of the MTSS and has elected to pursue other remedies.

Issued

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

5. Listing Credits (cont'd)

5.4 Amount of Listing Credit

If (i) the Company fails to include the telecommunications carrier's end-user Customer's Listing in the White Pages or incorrectly lists a telecommunications carrier's end-user Customer's telephone number in the White Pages, (ii) the telecommunications carrier's end-user Customer has requested a credit of certain charges in accordance with and as required by Rule 4901:1-5-18(E) of the MTSS, (iii) the telecommunications carrier has provided its end-user Customer such credit pursuant to Rule 4901:1-5-18 (E) of the MTSS and (iv) the telecommunications carrier has provided the Company the information required by paragraph 7.1, then the Company shall credit the telecommunications carrier an amount equal to the lesser of (x) three (3) months recurring charges of the Basic Local Services for the end-user Customer's access line served by the Listing, but excluding any charges for optional features (e.g., Caller ID, Call Forwarding, and Call Waiting) as provided in the telecommunications carrier's effective tariff(s) or the telecommunications carrier's end-user Customer Contract, as applicable, at the time of the Service Order close date for the applicable White Pages and (y) the actual amount that the telecommunications carrier has credited such end-user Customer (whether in the form of a credit on such end-user Customer's bill or in the form of direct payment) on account of such omitted Listing or incorrectly published telephone number.

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

6. Records

6.1 Obligation to Maintain

The Company and the telecommunications carrier shall each comply with the recordkeeping requirements of Rule 4901:1-5-24(A) of the MTSS.

6.2 Proprietary Information

Any Records provided by the Company or the telecommunications carrier to each other shall be subject to the confidentiality provisions of the Company/telecommunications carrier's Section 251/252 agreement.

7. MTSS Credit Claims

7.1 Submission of MTSS Credit Claims

7.1.1 The point of contact for the submission by the telecommunications carrier of its claim for an MTSS Credit (an "MTSS Credit Claim") and the review, disposition and any questions related to such claim shall be the Company's Service Center(s). Each MTSS Credit Claim shall be submitted to the Company's Service Center(s) via dedicated facsimile. The Company may upon forty-five (45) days written notice to the telecommunications carrier change the dedicated facsimile number(s). Once an interface (e.g., electronic or e-mail) is made available by the Company, if the telecommunications carrier submits an MTSS Credit claim via dedicated facsimile in lieu of using an available interface, each claim submitted via facsimile shall be subject to the applicable tariff charges for the Company's processing of Non-Electronic Orders.

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

7. MTSS Credit Claims (cont'd)

7.1 Submission of MTSS Credit Claims (cont'd)

The telecommunications carrier shall submit to the Company one (1) complete MTSS Credit Claim for each MTSS Credit requested. Each MTSS Credit Claim shall (i) not be handwritten, (ii) shall be in the form of the MTSS Credit Claim Form set forth in paragraph 7.1.3, and (iii) for a given MTSS Credit, include all information requested by the MTSS Credit Claim Form for such credit. MTSS credit Claims that are not submitted in conformity with the foregoing sentence shall be rejected and returned to the telecommunications carrier promptly after the Company discovers such nonconformance, but in any event within fifteen (15) Business Days of the Company's receipt of the MTSS Credit Claim. If rejected for nonconformance, the Company shall provide the telecommunications carrier the reason(s) why such MTSS Credit Claim was rejected. More than one type of MTSS Credit (e.g., New Service Installation Charge Credit and Installation Appointment Waiver) may be requested on a single MTSS Credit Claim Form if such requested credits are for the same telephone number.

Issued

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

7. MTSS Credit Claims (cont'd)

7.1 Submission of MTSS Credit Claims (cont'd)

7.1.3 MTSS Credit Claim Form

MTSS Recourse Credit Claim	
CARRIER NAME: _____	Date Submitted: _____
CARRIER Billing Account Number: _____ NO./CIRCUIT I.D.: _____	END USER CUSTOMER AFFECTED TEL. _____
Check Applicable Claim(s) Below and Provide Requested Information	
Service Interruption Recourse Credit Claim	
Date/Time Interruption Reported to or Discovered by Company*: _____	
Amount of Monthly Charge for Regulated Local Services Rendered Inoperative: \$ _____	
Amount of Credit issued to end user Customer: \$ _____	
Applicable MTSS Credit (Check/Circle One): Pro-Rata _____ 1/3 _____ 2/3 _____ 100% _____	
Requested Recourse Credit: \$ _____	
New Service Installation Charge Credit (Missed Interval)	
Date/Time Carrier Received Application for New Service: _____	
Requested Installation Date: _____	
Date/Time Order Received by Company*: _____ Date Installed: _____	
Amount of Regulated Installation Charge Actually Imposed on end-user Customer: \$ _____	
Amount of Credit Issued to end-user Customer: \$ _____	
Applicable MTSS Credit (Check/Circle One): 50% _____ 100% _____	
Requested Recourse Credit: \$ _____	
Missed Installation Appointment Recourse Credit	
Date/Window of Missed Scheduled Appointment: ____/____/____ Time: AM _____ PM _____	
Amount of Regulated Installation Charge Actually Imposed on end-user Customer: \$ _____	
Amount of Credit Issued to end-user Customer: \$ _____	
Missed Repair Appointment Recourse Credit	
Date/Window of Missed Scheduled Appointment: ____/____/____ Time: AM _____ PM _____	
Amount of Monthly Charges for Local Services Rendered Inoperative: \$ _____	
Amount of Credit Issued to end-user Customer: \$ _____	
Listing (White Pages) Credit	
Amount of Monthly Charges for Basic Local Service: \$ _____	
Amount of Credit Issued to end-user Customer: \$ _____	
Description of Error: _____	

Issued

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

7. MTSS Credit Claims (cont'd)

7.1 Submission of MTS Credit Claims (cont'd)

7.1.3 MTSS Credit Claim Form (cont'd)

MTSS Recourse Credit Claim

Company* Contact:

COMPANY* RESOLUTION/RESPONSE

Claim Accepted: _____ Recourse Credit Amount: \$ _____
Claim Rejected-Incomplete: _____
Claim Denied: _____
Explanation of Rejected or Denied Claim: _____

BY SUBMITTING THIS CREDIT CLAIM TO THE COMPANY*, CARRIER REPRESENTS AND WARRANTS THAT THE AMOUNT OF THE RECOURSE CREDIT DUE THE TELECOMMUNICATIONS CARRIER IS ACCURATE AND COMPLETE, BASED ON INFORMATION KNOWN TO THE TELECOMMUNICATIONS CARRIER AND INFORMATION THE TELECOMMUNICATIONS CARRIER HAS RECEIVED FROM ITS END-USER CUSTOMER.

* "Company" refers to GTE North Incorporated

Issued

Effective

In compliance with The Public Utilities Commission of Ohio
Order No.
by Joseph E. Philabaum, Vice President, GTE North Incorporated, Marion, Ohio

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

7. MTSS Credit Claims (cont'd)

7.1 Submission of MTSS Credit Claims (cont'd)

- 7.1.4 The reference number that will be used to identify each MTSS Credit Claim submitted hereunder shall be the applicable telephone number or circuit identification, as applicable (the "Claim Reference Number"), set forth on a given MTSS Credit Claim.

7.2 Processing of MTSS Credits

No later than thirty (30) Business Days after the Company receives an MTSS Credit Claim that contains all the information required by paragraph 7.1, the Company shall identify those MTSS Credit Claims that have been accepted and denied by returning to the telecommunications carrier its MTSS Credit Claim via the same manner by which it was received (i.e., facsimile or interface). If the Company has accepted, in whole or in part, an MTSS Credit Claim, the Company shall credit the telecommunications carrier for the amounts accepted as provided in paragraph 7.3. For those MTSS Credit Claims that are denied, in whole or in part, the Company shall provide the reasons that such MTSS Credit Claim was denied as soon as possible, but in any event within the forgoing thirty (30) Business Day period.

Issued

Effective

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

7. MTSS Credit Claims (cont'd)

7.3 Recourse Credits

If the company accepts an MTSS Credit Claim, the Company shall credit the telecommunications carrier's invoice for the amount of the accepted claim no later than the first billing date that is not less than thirty (30) Business Days after the Company's receipt of the MTSS Credit Claim. MTSS Credits provided on a given invoice shall either (i) be applied against the applicable telephone number associated with a specific MTSS Credit Claim or (ii) be in the aggregate and indicated as a single line item. If the MTSS Credits are provided in the aggregate, the Company shall also provide the telecommunications carrier a report that identifies each MTSS Credit awarded and the applicable Claim Reference Number. In no event shall the telecommunications carrier have any right to offset any amounts owed to the Company against any amounts requested by the telecommunications carrier for an MTSS Credit.

7.4 Disputed MTSS Credit Claims

Any dispute as to the denial of an MTSS Credit Claim, the amount of the requested or awarded MTSS Credit, or the validity of an MTSS Credit Claim submitted hereunder (collectively, a "Claim Dispute") shall, upon the initiation by the telecommunications carrier, be resolved in accordance with the specific rules, guidelines or regulations of the Commission. Nothing in this Section 3 shall preclude the Company from initiating a Claim Dispute. MTSS Credit Claims that are resolved in favor of the telecommunications carrier shall be subject to interest charges as determined by the Commission. Any interest owed shall be calculated from the date the Company was required to credit the telecommunications carrier's invoice for the requested MTSS Credit Claim (as described in paragraph 7.3) until the date the telecommunications carrier is in fact credited.

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

8. Limitations on MTSS Credits

8.1 Claim Period

Complete MTSS Credit claims shall be made within ninety (90) calendar days, including the date that the end-user Customer informs the telecommunications carrier, after the event (i.e., the date of the claimed Service Interruption, missed New Service interval, missed Installation Appointment or Repair Appointment or failure to include Listing or list incorrect phone number) giving rise to the claim for such credit or the end-user Customer informs the telecommunications carrier, whichever is later. Notwithstanding anything to the contrary in this Section 3, except as specifically ordered by the Commission, no MTSS Credits for events older than ninety (90) calendar days will be provided.

8.2 Election of Remedies

The telecommunications carrier acknowledges that if the Company fails to provide adequate support to the telecommunications carrier as defined in this Section 3, and such failure gives rise to the telecommunications carrier's right to request an MTSS Credit from the Company, the telecommunications carrier may either (i) request an MTSS Credit from the Company as set forth in this Section 3 or (ii) subject to applicable terms, conditions and limitations of, as applicable, in the Company/telecommunications carrier's Section 251/252 agreement, pursue other remedies against the company pursuant to Sections 4905.22 and 4905.61, Revised Code in lieu of such MTSS Credit. If the telecommunications carrier requests an MTSS Credit from the Company, the telecommunications carrier agrees that such request shall act as a waiver against the telecommunications carrier right to pursue a claim against the Company pursuant to Sections 4905.22 and 4905.61 and any MTSS Credit received by the telecommunications carrier shall be the Company's sole liability to the telecommunications carrier for any act or omission that gave rise to such MTSS Credit.

P.U.C.O. NO. 9
RESALE SERVICES AND MTSS RECOURSE CREDITS

GTE North Incorporated

SECTION 3
Original Sheet No. 33

MTSS RECOURSE CREDITS TERMS AND CONDITIONS

8. Limitations on MTSS Credits (cont'd)

8.3 Limitations on Liability

The telecommunications carrier agrees that in no event shall it include in an MTSS Credit Claim any liquidated damages or Consequential Damages that the telecommunications carrier may be obligated to pay its end-user Customer. For purposes of this section, "Consequential Damages" shall mean indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenues or other economic loss in connection with or arising from anything said, omitted or done hereunder.

Issued

Effective

In compliance with The Public Utilities Commission of Ohio
Order No.
by Joseph E. Philabaum, Vice President, GTE North Incorporated, Marion, Ohio

EXHIBIT C-1

NEW SERVICE PROPOSALS

GTE North Incorporated (GTE) proposes to introduce a new Resale and Recourse Services Tariff P.U.C.O. No. 9, for the State of Ohio. This new tariff contains the rules, regulations, rates and charges for Services available for Resale and MTSS Recourse Credits. Resale Services and MTSS Recourse Credits will provide Competitive Local Exchange Carriers ("CLECs") access to available services offered to end-users by the Incumbent Local Exchange Carriers ("ILECs").

STANDARDS FOR REVISIONS TO EXISTING TARIFFS

- 1) Q. The reason for the change, including a description of what customers it is targeted to, or what customers are affected.
A. State order in direct correlation to Bell Atlantic Merger. Target customer = Resale CLEC's.
- 2) Q. If the proposed change is a result of customer requests, a statement giving, if available, the number and type of customers requesting such change.
A. Resale/Recourse tariff was not a customer (CLEC) request.
- 3) Q. A statement of how the proposed change benefits the public interest.
A. States conditions and services available for Resale. Tariffs allow the Ohio public to review Resale services and Recourse scenarios.
- 4) Q. An explanation of when the telephone utility will be technically capable of providing the service, as amended, or technically incapable of continuing to provide the service, if applicable. This should also include the company's proposed date to implement the change, restriction or withdrawal.
A. GTE is technically capable of providing all local exchange tariff services offered for resale today. The Resale/Recourse tariff will be filed with the Ohio PUC NLT 6/30/00. Anticipate tariff approval 7/27/00.
- 5) Q. An explanation of how the affected customers are to be notified of any change.
A. Via Advanced Notification Website
URL www.gte.com/Regulatory