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March 30, 2009
Via E-Filing

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215

**RE: Budget PrePay, Inc. d/b/a Budget Phone
Revision to Ohio Tariff No. 3 (Access)
Case No. 09-122-TP-ATA**

Dear Ms. Jenkins:

Attached are the final tariff pages for the revision to P.U.C. O. Tariff No. 3 (Access) filed on behalf of Budget PrePay, Inc. d/b/a Budget Phone on February 18, 2009 in Case No. 09-122-TP-ATA. This tariff revision carries an effective date of March 21, 2009.

The following final tariff pages are included with this filing:

Preface – 2 nd Revised Page 1	Updates Check Sheet
Section 1 – 2 nd Revised Page 1	Text Edit to Definition
Section 2 – 1 st Revised Page 3	Adds Termination Liability Language
Section 2 – 1 st Revised Page 8	Changes PIU Average
Section 2 – 1 st Revised Page 14	Clarifies Deposit Credit Requirements
Section 3 – 1 st Revised Page 16	Removes Text

Questions regarding this filing may be directed to me at (407) 740-3005 or via email at mbyrnes@tminc.com.

Sincerely,

Monique Byrnes, Consultant to
Budget PrePay, Inc. d/b/a Budget Phone

MB/sp

Attachments

cc: M. Vance – Budget PrePay
file: Budget PrePay – OH Access
tms: OHa0901a

CHECK SHEET

The Sheets are effective as of the date shown. Revised pages as named below contain all changes from the original tariff that are in effect on the date thereof.

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
<u>Preface</u>			<u>Section 3</u>			
1	2 nd Revised	*	1	ORIGINAL	35	ORIGINAL
2	ORIGINAL		2	ORIGINAL	36	ORIGINAL
3	ORIGINAL		3	ORIGINAL	37	ORIGINAL
4	ORIGINAL		4	ORIGINAL	38	ORIGINAL
<u>Section 1</u>			5	ORIGINAL	<u>Section 4</u>	
1	2 nd Revised	*	6	ORIGINAL	1	1st Revised
2	ORIGINAL		7	ORIGINAL	2	1st Revised
<u>Section 2</u>			8	ORIGINAL	2.1	ORIGINAL
1	ORIGINAL		9	ORIGINAL	3	1st Revised
2	ORIGINAL		10	ORIGINAL	4	1st Revised
3	1 st Revised	*	11	ORIGINAL	5	1st Revised
4	ORIGINAL		12	ORIGINAL	6	1st Revised
5	ORIGINAL		13	ORIGINAL	7	1st Revised
6	ORIGINAL		14	ORIGINAL	8	1st Revised
7	ORIGINAL		15	ORIGINAL	9	1st Revised
8	1 st Revised	*	16	1 st Revised	10	1st Revised
9	ORIGINAL		17	ORIGINAL	11	1st Revised
10	ORIGINAL		18	ORIGINAL		
11	ORIGINAL		19	1st Revised		
12	ORIGINAL		20	1st Revised		
13	ORIGINAL		21	1st Revised		
14	1 st Revised	*	22	1st Revised		
14.1	ORIGINAL		23	1st Revised		
15	ORIGINAL		24	1st Revised		
16	ORIGINAL		25	1st Revised		
17	ORIGINAL		26	1st Revised		
18	ORIGINAL		27	1st Revised		
19	ORIGINAL		28	1st Revised		
20	ORIGINAL		29	1st Revised		
21	ORIGINAL		30	1st Revised		
22	ORIGINAL		31	1st Revised		
23	ORIGINAL		32	1st Revised		
24	ORIGINAL		33	1st Revised		
25	ORIGINAL		34	1st Revised		

As Approved in Case No. 09-122-TP-ATA

Effective Date: March 21, 2009

Issued by:

Molly Vance, Comptroller
1325 Barksdale Blvd., Suite 200
Bossier City, Louisiana 71111

OHa0901

DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Access Services

The Company's intrastate telephone services offered pursuant to this tariff.

Company

Budget PrePay, Inc. d/b/a Budget Phone ("Budget Phone"), the issuer of this tariff.

Constructive Order

Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

Customer

Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In this tariff, the Customer is a common carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach its End User customer(s).

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End Office

With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide, issued by Bellcore.

End User

A person or entity that subscribes to any Company Exchange Access Service offered under the Company's Tariff Ohio P.S.C. No. 1, Section 5, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc Tariff F.C.C. No. 4.

Recurring Charges

The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

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OHa0901

REGULATIONS

2.1 Undertaking of the Company (cont'd)

2.1.4 Liability of the Company (cont'd)

(D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's access services. Nor shall the Company be liable for any damages or losses due to unauthorized use or the service or the failure or negligence of the Customer or due to the failure of the Customer-provided equipment, facilities or services.

(E) Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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2.1.5 Claims

The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims of libel, slander, or infringement of copyright in connection with the material transmitted over the Company's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

REGULATIONS

2.3 Obligations of the Customer (cont'd)

2.3.3 Jurisdictional Report Requirements (cont'd)

(A) (cont'd.)

Should the customer not supply a terminating PIU factor, the data used by the Company to develop the projected interstate percentage for originating access minutes will be used to develop projected interstate percentage for such terminating access minutes. When a customer orders Feature Group D Switched Access Service, the customer shall supply a projected interstate percentage of use for each end office involved to be used in the event that originating call details are insufficient to determine the jurisdiction for the call. This percentage shall be used by the Company as the projected interstate percentage for such call detail. For purposes of developing the projected interstate percentage, the customer shall utilize the same considerations as those set forth in Section 2.3.3(B) following.

The Company will designate the number obtained by subtracting the projected interstate percentage for originating and terminating access minutes from 100 (100 - projected interstate percentage = intrastate percentage) as the projected intrastate percentage of use.

If the Customer has no originating traffic within the end office for which sufficient call detail exists to develop a PIU factor, and the Customer has not supplied a PIU factor on either the quarterly update report or the Access Service Request, the Company will designate a PIU factor of the average of actual prior 3 month usage for Feature Group B or Feature Group D terminating access minutes. For originating 800 access minutes, where the call detail is insufficient to determine the jurisdiction of the call, the customer shall provide the Company with a projected PIU factor. If such a PIU has not been provided for 800 access minutes, the Company will designate the default PIU factor of the average of actual prior 3 month usage. This factor will be applied to the next billing cycle and continue until the Customer provides a PIU factor. When the Customer does provide the PIU factor, the Company will update the customer's PIU factors within fifteen (15) business days.

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REGULATIONS

2.5 Customer Deposits and Advance Payments

2.5.1 Deposits

- (A) The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company. (T)
- (B) The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.
- (C) Guarantee of Payment: The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 30 days' written notice to the Company. Should the guarantee contract be insufficient according to (D) below, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer. (T)
- The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Ohio Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the guarantor has guaranteed unless the guarantor waives such notice in writing.
- (D) Reestablishment of credit: An applicant for service who previously has been a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill together with the reconnection charge, and to reestablish his credit by depositing the amount prescribed in Tariff No. 1, Section 1.9.2.

SERVICE AND RATE DESCRIPTIONS

3.1 Access Services (cont'd)

3.1.1 Access Service Order (cont'd)

3.1.1.3 Cancellation of an Access Order (cont'd)

(B) When a customer cancels a Standard or Negotiated Interval Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (1) When the customer cancels an Access Order, a charge equal to the estimated provisioning costs incurred at a particular date for the service ordered by the Company shall apply.
- (2) If the Company misses a service date for a Standard or Negotiated Interval Access Order by more than 30 days, due to circumstances such as governmental requirements, work stoppages and civil commotions, the customer may cancel the Access Order without incurring cancellation charges.

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This foregoing document was electronically filed with the Public Utilities

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Case No(s). 09-0122-TP-ATA

Summary: Tariff filing to submit final tariff pages for the revision to P.U.C.O. Tariff No. 3 (Access), electronically filed by Ms. Suzanne Pagana on behalf of Budget PrePay, Inc. d/b/a Budget Phone