



1776 I Street, NW  
Ninth Floor  
Washington, DC 20006  
Phone: 202.756.4833  
Facsimile: 202.756.1513

FILE

RECEIVED-DOCKETING DIV

2002 FEB -6 PM 12:05

February 5, 2002

PUCO

**BY FEDERAL EXPRESS**

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

**Re: ePHONE Telecom, Inc. – Case No. 02-0072-CT-ACE  
Amended Service Requirements Form and Tariff Pages**

Dear Sir/Madame:

Pursuant to discussions with Public Utilities Commission of Ohio staff, enclosed for submission is an original and three (3) copies of ePHONE Telecom, Inc.'s ("Applicant") amended Service Requirements Form and revised tariff pages. Please date stamp the enclosed indicated copy and return in the self-addressed, stamped envelope.

Should you have any questions or require additional information, please do not hesitate to contact me by telephone on (703) 251-4878 or via e-mail at [koverman@telecom-legal.com](mailto:koverman@telecom-legal.com).

Respectfully submitted,

Karen L. Overman  
Director, Regulatory Services  
Telecom Legal Services International, Inc.

cc: Jeff Brown  
Telecommunications Division

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 USA Date Processed 2/6/02

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.2 OBLIGATIONS OF THE CUSTOMER (cont'd)

3.2.4 Payment for Services (cont'd)

3.2.4.4 The Customer may be required to provide suitable security, including but not limited to a deposit or other such advance payment, to be held by the Company as a guaranty of the payment of Charges. Such security may be applied at any time, at the option of the Company, in payment of any unpaid Charges for Service furnished to the Customer or in payment of applicable Charges. Such a deposit will not exceed an amount equal to an aggregate of two (2) months' recurring and nonrecurring charges for all Services.

3.2.4.5 The Company, upon the termination of Service, will refund promptly the Customer's deposit, or the balance in excess of unpaid Charges, if any, for Service. In addition, the fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations or from the prompt payment of bills nor constitutes a waiver or modification of the regulations of the Company providing for the termination of Service for nonpayment of any sums due the Company for Service rendered.

3.2.4.6 When the Customer disputes a bill for the Company's Service, the Customer shall: (i) pay any undisputed portion of the bill or, at the Customer's election, pay the disputed portion pending resolution of the dispute; and (ii) advise the Company of any portions thereof which are in dispute by the Customer. The Company will review the Customer's bill and notify the Customer within a reasonable time of the outcome of its review. If the Company charged the Customer in error, it shall promptly credit the Customer's account for any disputed amounts paid by the Customer. If it is determined that the Company's charges were correct, any disputed amount unpaid by the Customer shall become payable upon notice to the Customer.

Issued: January 9, 2002

Effective \_\_\_\_\_, 2002

Issued By: Manager Rates and Tariffs  
1145 Herndon Parkway  
Herndon, VA 20170

Section 3 - GENERAL RULES AND REGULATIONS (cont'd)

3.2 OBLIGATIONS OF THE CUSTOMER (cont'd)

3.2.4 Payment for Services (cont'd)

3.2.4.7 The Customer shall be responsible for the payment of a Returned Check Charge of \$10.00 when the bank returns a check that has been presented to the Company by a customer in payment for charges.

3.2.4.8 Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill. Late payment charges do not apply to: (a) those portions (and only those portions) of unpaid balances that are associated with disputed amounts; and (b) final accounts.

3.2.4.9 The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be five (5) percent. Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded, which shall be no later than two billing periods after the overcharge is discovered. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

Issued: January 9, 2002

Effective \_\_\_\_\_, 2002

Issued By: Manager Rates and Tariffs  
1145 Herndon Parkway  
Herndon, VA 20170

## SERVICE REQUIREMENTS FORM

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below.

### A. MANDATORY REQUIREMENTS FOR ALL CTS PROVIDERS:

#### ☒ 1. SALES TAX

Applicable to all competitive telecommunication service providers (See also Case No. 87-1010-TP-UNC)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

#### ☒ 2. DEPOSITS

If a deposit is requested, it may not exceed the estimated charges for two months tariffed services plus 30 percent of the monthly estimated charge for a specified customer. Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

### B. REQUIREMENTS FOR PROVIDERS OF CERTAIN CTSs, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

#### ☒ 1. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE

Applicable to all competitive telecommunication service providers offering message toll service (MTS) (See also Case No. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities,

Provider's Name: ePHONE Telecom, Inc.  
Case No. 02-0072 -CT-ACE  
Case No. 90-6044 -CT-TRF  
Issued: (Date Filed) February 7, 2002

12/93

including those hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification by a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
  - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
  - ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24-hour a day basis; or
  - iii. For MTS offered pursuant to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange,

Provider's Name: ePHONE Telecom, Inc.

October 16, 1995

Case No. 02-0072-CT-ACE

Case No. 90-6044-CT-TRF

Issued: (Date Filed) February 7, 2002

customer-dialed, station-to-station calls placed during the "day" period Monday through Friday; and the "night/weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.

- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

## **✕ 2. EMERGENCY SERVICES CALLING PLAN**

Applicable to all competitive telecommunication service providers offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

□ 3. ALTERNATIVE OPERATOR SERVICES

The following applies to the provision of alternative operator services (AOS) (see also Case No. 88-560-TP-COI):

Preceding the maximum operator-assisted surcharges set forth in the text of the proposed tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to the proposed tariff, the CTS provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, AOS, or both.

a. Definitions

- i. AOS are those services provided by the provider in which the customer and the end user are totally separate entities. The provider contracts with the customer to provide the AOS; however, the provider does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls.
- ii. Traditional operator services are those services provided by the provider in which the end user has a customer relationship with the provider, the provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

b. AOS Service Parameters

- i. For local operator-assisted calls, the AOS provider shall not charge the billed party more than the local exchange company (LEC) price list rates for a local operator-assisted call in the same exchange. This requirement includes both the rates for MTS and operator surcharges.
- ii. For intraLATA, intrastate calls, the AOS providers serving secured facilities shall not charge the billed party more than the LEC price list rates for an intraLATA, intrastate call. This requirement includes both the rates for MTS and operator surcharges. This requirement is only applicable in those situations where the billed party does not have access to other operator service providers (OSPs) for the call from the secured facility.

Provider's Name: ePHONE Telecom, Inc.  
Case No. 02-0072 -CT- ACE  
Case No. 90-6044 -CT-TRF  
Issued: (Date Filed) February 7, 2002

October 16, 1995

- iii. For intraLATA and interLATA, intrastate calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS (see also Case No. 89-563-TP-COI):

<u>Mileage Band</u>	<u>Initial Minute</u>	<u>Each Additional Minute</u>
1 - 10	.32	.16
11 - 22	.40	.22
23 - 55	.48	.28
56 - 124	.57	.37
125 - end	.58	.39

or;

\$.36 per minute of use

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in 3.B.i. and ii., above.

- iv. For intraLATA and interLATA, intrastate calls, each AOS provider's maximum interexchange operator-assisted rates shall be no more than:
- i. \$1.70 for customer-dialed calling card calls;
  - ii. \$2.50 for operator-handled calls; and
  - iii. \$4.80 for person-to-person calls.

This rule does not apply to the provision of intraLATA, intrastate calls from secured inmate facilities where there is no access to other OSPs; the rates for those types of calls are addressed in 3.B.1, above.

- v. Notice of any change in the rates stated in 3.B. i. through iv., whether it be upward or downward, must be filed by the OSP with the Commission in the form of a new price list, on or



before the effective date in accordance with Commission-established filing rules.

~~4~~ 4. LIMITATION OF LIABILITY

The following is applicable to all competitive telecommunication providers that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed 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 negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

~~5~~ 5. TERMINATION LIABILITY

The following is applicable to all competitive telecommunication providers that choose to include in their tariffs language which may limit their liability for early termination of a contract or term payment plan:

Commission authorization of the termination liability language pursuant to the 0-day notice procedure is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.