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May 30, 1996

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MAY 31 1996
DOCKETING DIVISION
Public Utilities Commission of Ohio

VIA OVERNIGHT DELIVERY

Mr. Jeff Brown
Telecommunications Staff
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

Re: Docket No. 96-435-CT-ACE
TRF # 90-5695-CT-TRF
Application of Consolidated Communications Public Services, Inc.

Dear Mr. Brown:

Enclosed as per your request last week are an original and seven copies of a revised tariff in the above-referenced docket. You indicated to me last week that you would take the revised tariff to the Commission's Docket Office upon receipt. I am also enclosing an additional copy of the tariff, to be date-stamped and returned to me, as well as a postage pre-paid envelope to be used for this purpose.

Should you have any further questions with respect to this tariff, please do not hesitate to contact me.

MAY 31 1996

Very truly yours,

Julia A. Waysdorf

Enclosures

cc: Ellyn Crutcher, Esq. (w/o encl.)

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for competitive telecommunications services provided by Consolidated Communications Public Services Inc. ("Carrier") within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Carrier's principal offices at 121 South 17th Street, Mattoon, Illinois 61938.

This tariff is being filed under the authority of the Public Utilities Commission of Ohio in Case No. 96-435-CT-ACE.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION	SHEET	REVISION
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SYMBOLS

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

(C) - Changed regulation
(D) - Discontinued rate or regulation
(I) - Increase in rate
(M) - Move of text but no change in rate or regulation
(N) - New rate or regulation
(R) - Reduction in rate
(T) - Change in text but no change in rate or regulation

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. that the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1 A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1).

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT (Cont'd)

D. Check Sheet - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated on the check sheet by an asterisk (*). There will be no other symbols used on the check sheet page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A telephone line provided by local exchange carriers which connects a telephone or other communications device at a customer's location to Consolidated Communications Public Services Inc.'s switching center or to Consolidated Communications Public Services Inc.'s Underlying Carrier's telecommunications network switching center(s).

Authorization or Account Code - A numerical code of three to fourteen digits, one or more of which codes are available to a customer to enable the customer to lawfully connect its communication devices for the purpose of accessing the telecommunications networks of Consolidated Communications Public Services Inc.'s Underlying Carrier, and which thereby are used to prevent unauthorized network access and to identify the customer and its calling volumes for billing purposes.

Commission - Public Utilities Commission of Ohio.

Carrier - Consolidated Communications Public Services Inc.

Customer - The person, firm, corporation, end user or other entity which orders service and is responsible for payment of charges.

Day - From 8:00 AM up to, but not including, 5:00 PM local time, Monday through Friday.

Evening - From 5:00 PM up to, but not including, 11:00 PM local time, Monday through Friday and Sunday.

Holidays - New Year's Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

InterLATA - Calls which originate and terminate between points in Local Access Transport Areas (LATAs). LATAs denotes a geographical area established by the U.S. District Court for the District of Columbia pursuant to the 1982 Consent Decree between the United States Department of Justice and American Telephone and Telegraph Company and participating carriers.

IntraLATA - Calls which originate and terminate within the same LATA.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Night/Weekend - From 11:00 PM to, but not including, 8:00 AM Monday through Friday, all day Saturday, and from 8:00 AM to, but not including, 5:00 PM Sunday.

Rate Center - The Points of Presence (POPs) or first point of interconnection of local exchange facilities providing access to the long distance network of Carrier or Carrier's Underlying Carrier and the point from which a customer's traffic is rated and billed.

Service Agreement - Carrier's standard form for the ordering and acceptance of a customer's request for and commitment to take Carrier's service offerings pursuant to this tariff.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of customer telecommunications traffic within Ohio.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Carrier

Carrier undertakes to provide only those designated Services as are furnished under the terms and subject to the conditions and customer payment of the applicable rates of this tariff for communications originating and terminating within Ohio.

Carrier's Services are available to its customers twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the facilities and services of Carrier and/or Carrier's Underlying Carrier and the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service or limit the use of service necessitated by conditions beyond its control, including, without limitation, for customer non-payment of charges; or when the customer's use of a service becomes or is in violation of the law or the provisions of this tariff.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations (cont'd)

2.2.3 The Services provided under this tariff are subject to the direct and exclusive control of Carrier. Service may not be used for any unlawful purpose. No one may alter or affect the Services nor transfer or assign its use of the Services without the express written consent of Carrier, which consent may be withheld, without limitation, by Carrier in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the Services or a change in the customer's location to which the Services are to be provided.

2.2.4 In the event prior written permission from Carrier is given for any assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for services.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of Carrier

2.3.1 Carrier has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission or call processing of customer's communications traffic by the Underlying Carrier. Carrier's liability for such damages occurring in the course of furnishing Carrier's Services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in Carrier's furnishing of its Services occur.

2.3.2 Acceptance of the provisions of Section 2.3.1 by the Commission does not constitute its determination that the limitation of liability imposed by Carrier should be upheld in a court of law; but the recognition that as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of Section 2.3.1.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of Carrier (cont'd)

2.3.3 Carrier shall be indemnified and held harmless by the customer against:

A. Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content of a customer's communications traffic;

B. Claims for patent infringement arising from customer use of its equipment, facilities or systems with the Services; and

C. All other claims arising out of any act or omission of the customer in connection with any service provided by Carrier.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 2.3.1 herein. Customer shall receive no credit allowance for interruption of service which is due to Carrier's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. It shall be the obligation of the customer to notify Carrier immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission within customer's control, or is not in wiring or equipment, if any, furnished by the customer in connection with Carrier's Services.

2.4.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

2.4.3 Credit for failure of Service shall be allowed only when such failure is caused by or occurs due to causes within the control of Carrier or in the event Carrier is entitled to a credit for the failure of the facilities of Carrier's Underlying Carrier used to furnish the Services.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service (cont'd)

2.4.4 No credit shall be allowed:

A. For failure of services or facilities of customer or other carriers; or

B. For failure of services or equipment caused by the negligence or wilful acts of customer or others.

2.4.5 Credit for an interruption shall commence after customer notifies Carrier of the interruption or when Carrier becomes aware thereof, and ceases when Service has been restored.

2.4.6 Before customer notifies Carrier of an interruption, customer shall make reasonable attempts to ascertain that customer, a third party, or its or their actions and/or equipment is/are not the cause thereof.

2.4.7 Credits are applicable only to that portion of service interrupted.

2.4.8 For purposes of credit computation, every month shall be considered to have 720 hours.

2.4.9 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4 Interruption of Service (cont'd)

2.4.10 The customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours
"B" = total monthly charge for affected facility, where applicable

2.5 Rendering and Payment of Bills

2.5.1 Billing to customers will be scheduled monthly. Usage charges are billed in arrears. Recurring fixed charges are billed monthly in advance. A bill will be considered rendered to the customer when deposited in the United States mail with postage prepaid. If the delivery is by other than United States mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Rendering and Payment of Bills (Cont'd)

2.5.2 The bill form or a bill insert will provide the following information:

A. The dates at the beginning and end of the billing period for transmission services, service charges, and other services and equipment.

B. The last date for timely payment will be clearly shown and will not be less than thirty (30) days after the bill is rendered. The bill will be considered rendered to the customer when deposited in the U.S. mail with postage prepaid. If the delivery is by other than U.S. mail, the bill will be considered rendered when delivered to the last known address of the party responsible for payment. A late payment fee of 1.5% may be applied to delinquent amounts.

C. The amount of each charge for service, stated by service category, as well as any state, local or federal tax, and any late payment charge, together with the total amount of the bill, with separate entries for total amounts current or in arrears.

2.5.3 If a customer's service is disconnected for nonpayment of a regulated sum due to Carrier, and the customer wishes to reconnect service, a one time re-establishment charge and any outstanding amounts will be due in full prior to reconnection of service.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Rendering and Payment of Bills (Cont'd)

2.5.4 Billing Disputes

In the event of a dispute between a customer and Carrier regarding charges billed by Carrier, Carrier will investigate the particular case and report the results thereof to the customer. The customer shall be required to pay the undisputed part of the bill, and if not paid, Carrier may discontinue service. In the event the dispute is not resolved, Carrier will inform the customer that the customer may utilize the complaint procedures of the Commission's Consumer Services Division.

2.6 Restoration of Service

The use and restoration of service shall be administered by the Underlying Carrier in accordance with the priority system specified in the rules and regulations of the Commission.

2.7 Taxes

All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on each customer bill Carrier renders for its services.

2.8 Deposits

Carrier may require deposits from its customers. If a deposit is requested, it will not exceed the estimated charges for two months tariffed services plus thirty (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.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Termination of Service

Carrier may refuse service or terminate existing service to a customer for any of the following reasons:

2.9.1 Nonpayment of a bill within the period prescribed in this tariff.

2.9.2 Violation of or noncompliance with any provision of law or this tariff.

2.9.3 Excessive or improper use of telecommunications services, or use in such manner as to interfere with reasonable service to other customers.

2.10 Disconnection and Notice

2.10.1 When service to a customer is disconnected for nonpayment of a bill for service or as set forth herein, Carrier will give at least ten (10) days notice to the customer of Carrier's intent to discontinue service. Notice shall be mailed to the customer's address. Notice will be deemed given to the customer two (2) days after mailing.

2.10.2 A notice of discontinuance shall contain the following information:

A. Name, address, and telephone number of customer.

B. Statement of reason for proposed discontinuance of service.

C. The date on or after which service will be discontinued unless appropriate action is taken.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10 Disconnection and Notice

2.10.2 (cont'd)

D. The telephone number of Carrier where the customer may make an inquiry.

E. Charges for reconnection.

F. The address and telephone number of the Commission's Consumer Services Division.

2.10.3 Carrier shall not be required to give the written notice provided for in this Section in situations where Carrier has evidence of fraudulent or illegal use of Carrier's services, which if allowed to continue, would present a high risk of financial loss to Carrier.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Special Conditions Governing Operator Services

2.11.1 Carrier's Operator Services include live operator and/or automated operator functions, for the purpose of assisting in the processing of telephone services such as: long distance via collect calls, calling card calls, or third party billed calls. Carrier operators may be contacted by dialing 0+ the number desired or 00+ the number desired. Calls will be billed at Carrier MTS Service rates, plus the appropriate service charges, as set forth in Section 4 of this tariff.

2.11.2 Each traffic aggregator customer subscribing to Carrier's operator services must post conspicuous notice on the telephone instrument disclosing that:

A. Operator services are provided to that telephone by Carrier; and

B. Carrier's toll free number for information or to lodge a complaint is 1-800 235-4416.

2.11.3 All service agreements between Carrier and traffic aggregator customers will assure that any person making a call from the aggregator telephone instrument can access:

A. Any other certified operator service provider, by allowing 950, 1-800, 10XXX, or other methods of access;

B. The local exchange carrier for the area; and

C. Emergency telephone numbers.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Special Conditions Governing Operator Services (Cont'd)

2.11.4 All service agreements between Carrier and traffic aggregator customers will contain language mandating that the customer permit Carrier to take whatever steps are necessary to ensure that Carrier is in compliance with all Commission rules and regulations.

2.11.5 Carrier will brand all operator assisted calls provided to aggregator locations by having Carrier's operator identify Carrier by name as the operator service provider to the end user or billed party prior to the processing of the call. Carrier will provide the end user or billed party an opportunity to terminate the call without charge prior to call connection.

2.11.6 Upon request by the end user or billed party and at no additional charge, Carrier will quote the actual intrastate price list rates for all components of the operator assisted call.

2.11.7 Carrier will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon notification by the subscriber or Carrier's knowledge of the charge(s) for incomplete calls.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.11 Special Conditions Governing Operator Services (cont'd)

2.11.8 Calls will be answered by Carrier within ten (10) rings.

2.11.9 End users will be provided with access to all interexchange carriers that provide operator services through the same telephone instrument by either dialing an access code, handing off the call to the LEC central office for processing by the carrier of choice, or splashing with consent.

2.11.10 Carrier will not collect surcharges imposed by traffic aggregator customers.

2.11.11 Carrier will direct all 911 emergency calls to the 911 emergency dispatch center.

2.11.12 Carrier will direct all 0- calls to the LEC.

2.11.13 Service provided to telephones at inmate and secured facilities will be provided in compliance with the rules and regulations set forth in Sections 2.11.1-2.11.12, with the following exceptions:

A. The telephone number of Carrier will not be posted on the telephone;
B. Access will not be provided to other operator service providers from the inmate telephone;
C. 10XXX access will not be unblocked;
D. 0- calls will not be connected to the local exchange carrier.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Usage Based Services

Carrier's charges are based on the usage of Carrier's services, plus any special features and/or service options, if any. Charges begin when the designated communication termination(s) is/are connected to the terminating location on the network. Charges cease when either the terminating or originating point goes on hook.

3.2 Dial-Up Service

Carrier's Dial-Up Service is a switched equal access outbound service using standard equal access dialing to place interexchange calls from customer premises to points located within Ohio, the rates of which are based on usage, time of day and day of week.

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SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3 Operator Assistance Service

Carrier offers the operator services listed below, subject to the rates and charges set forth in Section 4 following.

3.4.1 Customer Dialed Calling Card Station - The Customer Dialed Calling Card Station charge applies when the Customer dials the appropriate operator code plus the telephone number desired and Carrier's operator assistance is limited to recording the Calling Card number for billing purposes or when the Customer dials the appropriate operator code plus the desired telephone number and the local exchange operator services equipment capability precludes the Customer from completing the call without the assistance of a Carrier Operator and the call is billed to the Customer's Calling Card.

3.4.2 Operator Station - The Operator Station charge applies when calls are completed with the assistance of a Carrier operator, except as specified for the Customer Dialed Calling Card Station and Person-to-Person classes of Operator Assistance Service.

3.4.3 Person-to-Person - The Person-to-Person charge applies when the person originating the call specifies the particular party to be reached by Carrier operator. The specified party may be a person, station, department, extension or office.

After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

The Person-to-Person charge also applies to those calls for which the calling party requests a Carrier operator to make arrangements with a called party to establish a call at a specified time.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 Private Line Service

Carrier provides private line services over leased digital transmission facilities which when connected with dedicated access to customer locations, allows for communications between locations of the customer, or his authorized user. These combined facilities are utilized on a dedicated (non-switched) basis between two or more customer locations, as specified by the customer. The following type of services will be provided over facilities leased by Carrier from underlying carriers.

3.4.1 DS-0 Service is a two point analog or 64 Kbps digital interface (digitalized voice or otherwise compatible 64 Kbps bit stream) facility.

3.4.2 DS1 is a two point digital interface operating at 1.544 Mbps, which may be furnished on either a channelized or non-channelized basis.

3.4.3 DS3 is a high capacity, point-to-point digital service designed for the full-duplex, asynchronous transmission of digital signals at the speed of 44.736 Mbps.

3.4.4 Multiplexing is a Service that allows for the Multiplexing/Demultiplexing of DS-0 level (analog or digital)Channels into or from DS1 Channels into or from DS1 Channels or DS1 level into or from DS3 levels.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4 Private Line Service (Cont'd)

3.4.5 Cross Connect is an electrical connection made between two DS1 circuits on a DSX1 cross connect panel or two DS3 circuits on a DSX3 cross connect panel in a Point-of-Presence.

3.4.6 DACS provides for the rearrangement (DS1/DS0) to DACS assignment.

3.4.7 Echo Canceler provides the echo cancellation equipment necessary to cancel the echo caused by the total cumulative physical length that calls routed over the circuit travel from origination to termination.

3.5 Emergency Calls

911 and similar emergency calls are routed by Carrier's underlying carrier. No billing applies to emergency calls.

3.6 Location of Service

Carrier's service is available statewide and is not intended to be limited geographically.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES

4.1 Usage Charges

These charges apply per completed call and are determined using the following rate schedules.

4.1.1 Rate periods - Day, Evening and Night/Weekend rate periods apply to Dial-Up and Operator Assisted Services. The rates apply for all days of the week including holidays. For Carrier-recognized Holidays, the Evening rate applies unless a lower rate would normally apply.

4.1.2 Usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location. Calls initiated during one time period and ending during a different period will be billed for the usage during each time period at the rates applicable to that time period.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES (Cont'd)

4.2 Dial-Up Service Rates

4.2.1 No charge is made for an uncompleted call.

4.2.2 Dial-Up Rates are determined on a per-minute or fraction thereof basis, by time of day and day of week basis as specified in the following rate table. Minimum call duration is thirty (30) seconds and duration is measured in six (6) second increments thereafter.

DAY		EVENING		NIGHT/WEEKEND	
1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
$0.1650	$0.1650	$0.1450	$0.1450	$0.1450	$0.1450

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES (Cont'd)

4.3 Operator Assisted Services

4.3.1 InterLATA Calls

A. Rates Per Minute

	DAY		EVENING		NIGHT/WEEKEND	
Mileage	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
1- 10	$.2400	$.1600	$.1875	$.1450	$.1550	$.1140
11- 22	.2500	.2200	.2000	.1700	.1700	.1380
23- 55	.2800	.2600	.2040	.1900	.1800	.1620
56- 124	.3000	.2900	.2170	.2110	.2000	.1800
125+	.3100	.3100	.2270	.2250	.2000	.2000

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES (Cont'd)

4.3 Operator Assisted Services

4.3.1 InterLATA Calls (cont'd)

B. Per Call Operator Service Charges

1.	Customer Dialed Calling Card Station	$0.85
2.	Operator Dialed Calling Card Station	$2.25
3.	Operator Station:**	
	-Collect	$2.25
	-Inmate Collect	$2.50
	-Billed to Third Party	$2.35
	-Sent Paid-Non Coin	$2.30
	-Sent Paid-Coin	$1.95
4.	Person-to-Person **	$4.80

** Includes Real Time Rated Calls

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SECTION 4 - RATES (Cont'd)

4.3 Operator Assisted Services (Cont'd)

4.3.2 IntraLATA Calls

A. Rates Per Minute

	DAY		EVENING		NIGHT/WEEKEND	
Mileage	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
1- 10	$.320	$.160	$.192	$.096	$.128	$.064
11- 22	.400	.220	.240	.132	.160	.088
23- 55	.480	.280	.288	.168	.192	.112
56- 124	.570	.370	.342	.222	.228	.148
125+	.580	.390	.348	.234	.232	.156

B. Per Call Operator Service Charges

1.	Automated Calling Card Station-to-Station	$ .45
2.	Customer Dialed - Operator Assisted - Calling Card Station-to-Station	$1.10
3.	Operator Handled - Station-to-Station	$1.10
4.	Operator Handled - Person-to-Person	$3.00
5.	Operator Handled - Third Number Billed	$1.50
6.	Inmate Collect Surcharge	$2.50

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES (Cont'd)

4.4 Private Line Service

4.4.1 DS-0 (Analog and Digital)

A. Monthly mileage: to determine the total, add the fixed charge plus multiply the number of miles times the rate per mile.

Mileage Bands	Monthly charges per Circuit Mile	
	Fixed	Per Mile
0 - 250 MAX	$230.00	$.50
251+ MAX	$250.00	$.40

B. One-Time Installation Charges

Analog	$300.00
9.6 DDS	$350.00
56K DDS	$450.00

C. Discounts are available off of the above monthly mileage rates for long term service contracts, as follows:

Term of Contract	Discount
1 Year	3%
2 Years	5%
3 Years	7%
4 Years	9%
5 Years	10%

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES (Cont'd)

4.4 Private Line Service (Cont'd)

4.4.2 DS1/1.544 Digital Facility

A. Monthly mileage: to determine the total, add the fixed charge plus multiply the number of miles times the rate per mile.

Mileage Bands	Monthly charges per Circuit Mile	
	Fixed	Per DS-0 Mile
0 - 499 MAX	$500.00	$.20
500+ MAX	$750.00	$.22

B. One-Time Installation Charges

$600.00

C. Discounts are available off of the above monthly mileage rates for long term service contracts, as follows:

Term of Contract	Discount
1 Year	3%
2 Years	5%
3 Years	7%
4 Years	9%
5 Years	12%

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES (Cont'd)

4.4 Private Line Service (Cont'd)

4.4.3 DS-3 Facility

A. Monthly mileage: to determine the total, add the fixed charge plus multiply the number of miles times the rate per mile.

Mileage Bands	Monthly charges per Circuit Mile	
	Fixed	Per DS-0 Mile
0 - 100 MAX	$7700.00	$.10
101+ MAX	$9750.00	$.095

B. One-Time Installation Charges

$1,000.00

C. Discounts are available off of the above monthly mileage rates for long term service contracts, as follows:

Term of Contract	Discount
1 Year	3%
2 Years	5%
3 Years	7%
4 Years	9%
5 Years	10%

4.4.4 Multiplexing - $1,000

4.4.5 Cross Connect - $75

4.4.6 DACS - $300

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES (Cont'd)

4.4 Private Line Service (Cont'd)

4.4.7 Echo Canceler - $150

4.4.8 All charges incurred by Carrier from the Local Exchange Carrier in the provisioning of service will be charged to the customer pursuant to such Local Exchange Carrier's Interexchange Access Tariffs.

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COMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES (Cont'd)

4.5 Inmate Collect With Controls Service

In addition to usage charges specified in Section 4.3, the service charge for Operator Station Collect calls placed from Carrier pre-subscribed authorized institutional phones in a Prison Administration controlled environment shall be $2.50 per call. The service charge as specified in Section 4.3 shall apply to Person-to-Person Collect calls placed from these phones.

4.6 Aggregator Surcharges

Carrier will not collect any per call surcharges from the end user on behalf of the subscriber traffic aggregator.

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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. 98-101-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 specific 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 TELECOMMUNICATIONS 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, 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, 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 telecommunications 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 No.s 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.

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):

Mileage Band	Initial Minute	Each Additional Minute
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. 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. 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 provision contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.