

File



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October 13, 1997

RECEIVED-DOCKETING DIV  
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PUCO

Clerk of the Public Utilities  
Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43266

Re: Ameritech Ohio

Case Nos. 96-37-TP-CSS, 96-38-TP-CSS, 96-39-TP-CSS  
96-40-TP-CSS, 96-427-TP-CSS, 96-460-TP-CSS

Dear Sir/Madam:

Enclosed please find the original and ten (10) copies of a Trial Brief of the Complainants regarding the above-captioned cases. Please file and return a time-stamped copy in the enclosed self-addressed stamped envelope.

Thank you for your assistance in this matter.

Respectfully,

SHIPMAN, DIXON & LIVINGSTON CO., L.P.A.

*Robert C. Johnston*  
Robert C. Johnston

RCJ:trb  
enclosure

c: Charles S. Rawlings

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RECEIVED-DOCKETING DIV  
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PUCO

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaints of	)	
Citizens Federal Bank,	)	Case No. 96-37-TP-CSS
Northwestern Local School District	)	Case No. 96-38-TP-CSS
Citizens Federal Bank,	)	Case No. 96-39-TP-CSS
Citizens Federal Bank,	)	Case No. 96-40-TP-CSS
Springfield City Schools, and	)	Case No. 96-427-TP-CSS
West Carrollton School District,	)	Case No. 96-460-TP-CSS
 Complainants	)	
 v.	)	
 Ameritech Ohio,	)	
 Respondent	)	

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**TRIAL BRIEF OF THE COMPLAINANTS**

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**Filed on behalf of the Complainants**

**By: Robert C. Johnston, Esq. (0002782)  
SHIPMAN, DIXON & LIVINGSTON CO., L.P.A.  
215 West Water Street  
Troy, Ohio 45373  
(937) 339-1500**

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Whether the Respondent has charged the Complainants for services  
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### **STATEMENT OF THE CASE**

All six (6) cases were consolidated for hearing before the Public Utilities Commission of Ohio, as they involved similar issues of law or facts. The hearing was set for the 9<sup>th</sup> day of September, 1997 before Attorney Examiner, Daniel E. Fullin.

The parties timely filed a transcript of their respective expert witness testimony, which was admitted into evidence by the Attorney Examiner and is now before the Commissioner as evidence for his consideration.

The parties entered into a series of factual stipulations, which were received by the Attorney Examiner and admitted into evidence. Having reached agreement on the factual basis of each complaint, the parties agreed to submit trial briefs addressing the legal issues presented by each complaint. A reply brief shall be submitted by each party no later than November 3, 1997.

## ISSUE ONE

**Whether the Complainants are entitled to receive interest from the Respondent on refunds resulting from overcharges by the Respondent.**

### Preface

Each of the Complainants have raised this issue for consideration by the Commission. A refund is sought by each Complainant, and in some cases already received from the Respondent, and a demand has been made for interest payments on these fees wrongfully charged by the Respondent.

Therefore, this discussion is presented as Issue One and is applicable to Complainants' cases in each matter pending before the Commission.

### Discussion

Both experts agree that Ameritech Ohio tariffs are governed by PUCO No. 1 and that all regulated and tariffed services (including exchange services) offered by Ameritech are subject to the terms and conditions of this tariff.

Moreover, PUCO No. 1 goes on to state that it "mirrors" Ameritech's FCC #2 interstate tariff. That tariff language is applicable to Amcritech's intrastate access services. See: Expert testimony of Daniel R. McKenzie at Question No. 15 of his testimony.

Why is the "mirroring" of the tariffs important to Complainants' position? The FCC has addressed the issue of interest on refunds. In particular, the FCC Tariff No. 2, as adopted and approved by Ameritech states the following:

*AMERITECH OPERATING COMPANIES*

*TARIFF F.C.C. NO. 2*

*6<sup>th</sup> Revised Page 45*

*Cancels 5<sup>th</sup> Revised Page 45*

### *ACCESS SERVICE*

#### *1. General Regulations (Cont'd)*

#### *2.4 Payment Arrangements and Credit Allowances (Cont'd)*

#### *2.41 Payment of Rates, Charges and Deposits (Cont'd)*

*(B) (Cont'd)*

*(3) (Cont'd)*

- (d) *If a customer has overpaid because of a billing error, a refund in the amount of the overpayment will be made to the customer. For service other than End User Access Service and Presubscription, if a claim for a refund pertaining to the overpayment was submitted by the customer within six months of the payment date, interest on the refund will be paid to the customer from the date of the overpayment to and including the date on which the refund is made to the customer. The interest rate will be 0.000493 per day (annual percentage rate of 18.0%), applied on a simple interest basis. Refunds will be made by crediting the customer's account.*

Ameritech Ohio has repeatedly referred to FCC #2 for purposes of charging tariffs, as it agrees that FCC #2 is applicable to "intrastate tariffs." However, its defense to the interest claim is that FCC #2 is "completely inapplicable" to those other services.

This is complete and total double-talk by Ameritech Ohio and only serves their best interests as it deems applicable.

As the Commissioner is aware PUCO #20 has established the applicable tariffs in the State of Ohio since October 2, 1995. Again, the applicable language contained therein states that Ameritech's intrastate tariffs are mirrored by the rates and tariffs contained in FCC #2. See: Ameritech Tariff Part 21, issued 10/2/95 and PUCO Case No. 95-815-TP-ATA, copy attached.

At no place in PUCO #1 or PUCO #2 does Ameritech Ohio address a refund policy to Ohio customers. The only conclusion that can be reached by the Ohio consumers and this Commission is that a refund policy must be inferred from or mirrored by FCC #2.

Moreover, every telephone bill received by the Complainants contains charges, which are governed or controlled by PUCO #1, PUCO #20 and FCC #2. If the Commission adopted Ameritech Ohio's argument, it would result in different refund policies for different charges contained in the same telephone bill. This is obviously unreasonable and discriminatory against Ohio consumers. This Commission cannot adopt such an implausible position.

Two addition issues have an indirect bearing on this issue and must be considered by the Commission.

The first issue is Ameritech Ohio requests to charge interest against consumers who pay their telephone bills late. See: 95-932-TP-UNC.

The Commission has approved this request by Ameritech Ohio, and now Ohio consumers must pay 18% to Ameritech Ohio as a late fee for telephone bills which are delinquent.

This is the absolute height of hypocrisy!

Ameritech Ohio claims no obligation to pay interest on its overcharges, but Ohio consumers must pay interest on their late payments. Fairness demands that this Commission refuse to accept this abhorrent condition.

The second issue affecting this discussion is "Minimum Telephone Standards" adopted by the Commission, effective October 1997. Contained therein is language which clearly establishes an interest requirement on all refunds. If "Minimum Telephone Standards" require the payment of interest, should not Ameritech Ohio be held accountable for such minimum standards?

The Complainants have attached to their respective complaints numerous cases in which the Commission has ordered the payment of interest. In particular, Case No. 85-1023-GA-CSS, where a gas company was ordered to pay interest on an overbilling refund.

### **Conclusion**

The Complainants respectfully demand that the Commission order the Respondent to pay interest at the rate of 18% per annum on all refunds of overbilling charges. It is appropriate that the Commission adopt this policy for the reasons set forth in this brief and the testimony of Complainants' expert witness, Mr. Steven Longenecker. A review of both experts testimony reveals that Mr. Longenecker addresses the issue in more detail and with more supportive documentation. (See: Applicable attachments in expert witness examination) Please consider the appropriate refund and interest for the 2 years this appeal has been pending. Respondent's expert cites little authority for his position and dismisses the argument at "completely inapplicable." This is not possibly believable by the Commission and denies the obvious issues raised by the Complainants.



## **ISSUE TWO**

**Whether the Complainant, West Carrollton School District, is entitled to a refund for Circuit Number 51.TCNA.186298.0B, which has been inoperable for over six (6) years.**

Ameritech Ohio has charged the Complainant the sum of \$95.20 per month for a non-functional circuit from the Frank Nicholas Elementary School to the Moraine Police Department for over six (6) years. The parties stipulated that Ameritech Ohio terminated the charges on or about March 12, 1996, however, no refund was forthcoming for the previous six (6) years.

The Complainant's expert witness related that all of the parties at the school and the police department agreed that the circuit had been non-functional for at least six (6) years. Ameritech Ohio produced no evidence to the contrary.

School officials disconnected two additional circuits on or about March 12, 1996 and accepted billing responsibility. School officials did not ask for a refund on these two circuits.

The demand of the Complainant is one of fairness. It is very similar to the case of Leinuiger v. The Ohio Bell Telephone Company, 88-1387-TP-CSS, a copy of which is attached hereto. In that case Ohio Bell did not have adequate records going back twelve (12) years, but there was "substantial probability" that the complainants were correct, and Ohio Bell made a full refund for the entire twelve (12) years of overpayments.

## **Conclusion**

The Complainant requests that Ameritech Ohio refund the sum of \$6,854.40, plus interest at 18% per annum for a total refund of \$11,256.48. A review of both experts testimony reveals that Mr. Longenecker addresses the issue in more detail and with more supportive documentation. (See: Applicable attachments in expert witness examination) Please consider the appropriate refund and interest for the 2 years this appeal has been pending.

### ISSUE THREE

**A. Whether the Complainant, Northwestern Local School District, should be charged an end-user common line (EUCL) fee for fully restricted Centrex lines.**

The parties have stipulated that Ameritech Ohio charged the Complainant an EUCL fee of \$4.03 – 5.06 per month for seven (7) fully restricted Centrex lines. These charges occurred for a period of sixty-seven (67) months.

The issue before the Commission is one of definition. A fully restricted Centrex line cannot access the local calling exchange. It is only operational within the school's own buildings. Moreover, the EUCL fee is applicable only on lines, which have access to intrastate or interstate communication.

By definition the seven (7) lines which could not access interstate or intrastate communications should not have been subject to the EUCL charges.

The expert testimony of Ameritech Ohio claims that Ameritech Ohio had no choice but to assess these fees. See: Testimony of McKenzie at Question Number 31. That response by Mr. McKenzie does not correspond to the statutory language regarding the applicable tariffs.

As set forth in the expert testimony of Steven Longenecker at Question No. 8, page 4 there is numerous statutory references to the exempt status of fully restricted lines. See: Attachment 2,3 and 4 of Mr. Longenecker's testimony.

Mr. McKenzie states in his testimony that the tariff language does not eliminate the EUCL charge. However, the tariff states the following in plain English.

**"Note:** Restricted station lines do not require an exchange access monthly rate or an intercommunication minimum monthly rate."

It appears to the Complainant that such tariff language is clear and convincing that the EUCL fee is not applicable to the fully restricted lines.

**B. Whether the Respondent can charge a fee of \$.08 per call x 55 calls per month on lines which are incapable of making outside calls.**

The Complainant does not dispute that message rate service is capped for schools that are chartered pursuant to O.R.C. Section 3301.16. However, such a cap can only be applicable for those lines, which are capable of making an outside call. The expert testimony of Mr. McKenzie seems to infer that since schools get a price advantage, that Ameritech Ohio is justified in making some additional, albeit improper charges. See: Testimony of McKenzie at Question No. 31.

Such a conclusion is absolutely ludicrous. The tariff does not contemplate the Respondent charge a fee for local calls for each line, which cannot possibly make an outside call. See: PUCO Exchange Rate Tariff, Section 2, attached hereto.

### Conclusion

The Complainant requests that it be granted a refund from Ameritech Ohio in the amount of \$7,372.68 for overcharges on the fully restricted lines for the past 67 months; together with interest at the rate of 18% per annum. A review of both experts testimony reveals that Mr. Longenecker addresses the issue in more detail and with more supportive documentation. (See: Applicable attachments in expert witness examination) Please consider the appropriate refund and interest for the 2 years this appeal has been pending.

#### ISSUE FOUR

- A. Whether the Complainant is entitled to receive a refund from Ameritech Ohio for two (2) unnecessary P3N charges, which have already been removed from future billing.**

Upon the original request of the Complainant, Ameritech Ohio acknowledged and removed the two (2) P3N charges from its monthly bill. Such charges amounted to \$47.15 per month. See: Ameritech Ohio order No. R5213219282 dated October 20, 1995.

Moreover, Ameritech Ohio gave Complainant a credit of one (1) year of such overcharges in the amount of \$565.80. See: Stipulations of Facts at Stipulation #2, Case No. 96-37-TP-CSS.

The issue before the Commission is the arbitrary and capricious use of a one (1) year refund by Ameritech Ohio. Ameritech Ohio has stated that the circuits were installed in January 1986; however, Ameritech demanded that Complainant provide proof of information that only Ameritech Ohio had access. Such is ridiculous "Catch-22" faced by the consumer.

The testimony of Respondent's expert only serves to obfuscate the facts. See: Testimony of McKenzie at Question No. 17. Ameritech Ohio has already admitted to the unnecessary P3N charges and removed them from the monthly billing. The only issue is the amount of the refund.

Complainant's demand for six (6) years is extremely reasonable in light of the January 1986 installation date.

- B. Whether the P3N charges are applicable to data circuits within an EAS calling area.**

The Complainant has four (4) P3N Service Terminals on the circuit that goes between Dayton and Middletown, for which it is charged \$167.20 per month. See: Stipulations of Fact at Stipulation No. 4 in Case No. 96-39-TP-CSS. Complainant believes that such charges are unnecessary and not permitted by the tariff.

Ameritech Ohio has attempted a "shotgun defense" to this complaint and fails to support either defense within any tariff language.

First, Ameritech Ohio alleges that Extended Area Service (EAS) and local service area are distinct billing entities, so the P3N charges are still applicable in EAS service areas. This argument defies logic as the whole purpose of EAS was to provide local benefits to consumers. If EAS does provide local service, then the P3N charges cannot apply. Ameritech Ohio provides no statutory support for its

argument, and it fails the "smell" test from the beginning. See: Testimony of McKenzie at Question No. 22.

**Note:** See attachment #3. This document came from Ameritech's Vendor Service Center in Columbus. This document was used to remove the 2 3PN charges from 96-37-TP-CSS. This document is equally applicable to this data circuit and substantiates our position that the P3N charges should have been removed when Middletown went to EAS service.

The second defense presented by Ameritech Ohio is that data circuits do not apply to EAS cases. Apparently, Ameritech Ohio believes that data service is somehow distinct from other EAS coverages. See: Testimony of McKenzie at Question No. 23. The complaint has no basis on which to argue this issue. Ameritech Ohio cites no authority for this argument and a review of applicable tariff language does not support this position.

The distinction drawn by Ameritech Ohio between EAS and Private Line Service may be true, but it does not address whether the P3N charges remain applicable. Such an argument fails to acknowledge that once EAS is established "exchange-wide local calling" that P3N charges by definition are no longer applicable; as the circuit now terminates in an adjacent local service area.

**C. Whether the Complainant can be charged for analog "local channel" charges (1LVJJ) and digital "channel termination" components on the same circuit.**

In order to fully develop this argument, it is imperative to set forth certain definitions:

*Channel mileage termination: as defined in PUCO NO. 20 part 15 section 1 original sheet no. 15 paragraph 2.5.*

*The term "Channel Termination" as used in connection with Basic Digital service and Direct Digital Service denotes the path of digital transmission between the Customer's premise and the serving central office. It also includes all the equipment and facilities required to terminate the channel in the central office.*

*Local Channel: as defined in PUCO NO. 20 part 15 section 1 original sheet no. 19 paragraph 2.5.*

*LOCAL CHANNEL (or local distribution channel)*

*"Local Channel" as used in connection with private line service is that portion of the through channel which is provided within a central office area to connect a station*

*with an interexchange channel, or another local channel serving a station within the same central office.*

*"Local Channel" as used in connection with High Capacity Transport Service (or Basic Digital service and Direct Digital Service) denotes a path for isochronous transmission furnished between the customer's premises and the serving central office.*

*Using both "Channel termination" and a "local distribution channel" would be a duplication of facilities and charges between the customer premises and the central office.*

*In Ameritech's testimony of Dan McKenzie questions 27 and 28 Ameritech admits that the tariff rate elements are different from analog private line service and Base rate digital service, but Ameritech is trying to charge an analog rate component (1LVJJ) (answer to question 28) on a digital circuit.*

*Ameritech Ohio cannot mix analog and digital rate components on the same circuit.*

PUCO #20, part 15, section 3, original sheet 1, paragraph 1(A), clearly states a separate local distribution channel is not applicable. See: Attachment #4. It is interesting to note that Ameritech Ohio has since changed the tariff language and removed this issue. I could be argued that this amounts to an admission that Mr. Longenecker's interpretation of the tariff is correct.

The Complainant has been charged \$26.50 per month for 18 off-premises extensions.

**Note:** That number has since been increased to a total of 20 off-premises extensions.

The Complainant believes that such monthly charges are duplicitous and that it is entitled to a refund for 40 months of such charges. Such a credit would amount to \$19,080.00, plus interest at the rate of 18% per annum. Further, all charges since the date of the complaint would likewise be refunded and future charges would be eliminated. A review of both experts testimony reveals that Mr. Longenecker addresses the issue in more detail and with more supportive documentation. (See: Applicable attachments in expert witness examination) Please consider the appropriate refund and interest for the 2 years this appeal has been pending.

## **ISSUE FIVE**

**Whether the Respondent has charged the Complainants for services which were unjust, unreasonable and more than the charges allowed by law or by order of the Public Utilities Commission.**

Each Complainant in this consolidated action has requested that the Commission find Ameritech Ohio has made unreasonable charges and/or charges that were in excess of those permitted by the applicable tariff.

Ohio Revised Code Section 4905.22 forbids such charges by any public utility, and places exclusive jurisdiction in the PUCO to determine issues involving rates and related issues.

See: Kazmaier Supermarket, Inc. v. Toledo Edison Co. (Ohio 1991) 61 O.St.3<sup>rd</sup> 147.

The Complainants have raised several distinct issues regarding the billing practices of Ameritech Ohio. By way of review those issues include the following:

- A. End user common line fees for fully restricted Centrex lines;
- B. Metered rate charges (\$.08/call x 55 calls) on lines which are incapable of making outside calls;
- C. Unnecessary P3N charges in EAS service areas;
- D. The duplicitous charging of analog local charges and digital channel mileage on the same circuit.

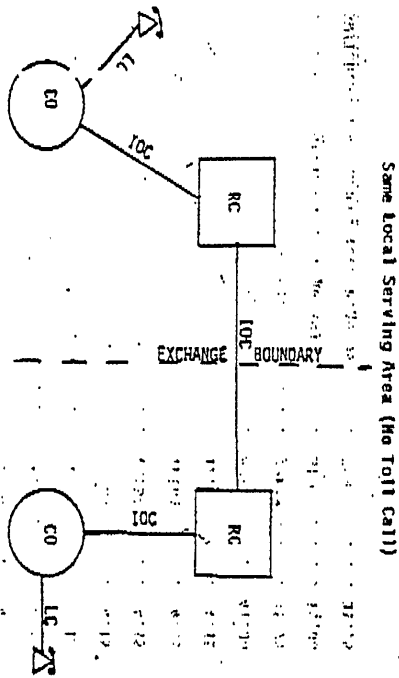
Should the Commission determine that all or some of these charges by Ameritech Ohio are unjust, unreasonable, or in excess of approved tariffs, the Complainants request a specific finding that Ameritech Ohio violated Section 4905.22.

attachment 3

PRIVATE LINE - CHANNELS  
(1000, 2000, 3000)

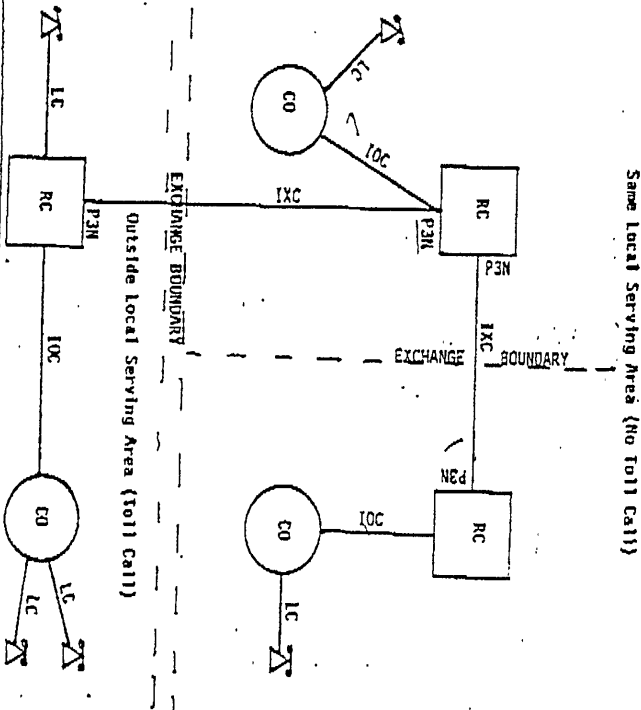
IOC Mileages

When Interexchange Channels are in same Local Serving Area, they are treated as Interoffice Channels (except for FX).



IXC Mileages

On a multi-point channel when one Exchange is not within the same Local Serving Area as other Exchanges, IXC mileages and Service Terminals at each R.C. apply between all Exchange R.C.'s even if R.C.'s are within the same Local Serving Area. Note, however, that IOC mileages apply to all CO's within the same Exchange.



CHANNELS/CIRCUITS  
PRIVATE LINE VOICE  
PAGE 34



THE OHIO BELL  
TELEPHONE COMPANY

## Ameritech

Tariff

P.U.C.O. NO. 20

PART 15 SECTION 3

PART 15 - Dedicated Communications Services  
SECTION 3 - Ameritech Base Rate Through  
OC-n Services

Original Sheet No. 1

### 1. AMERITECH BASE RATE, AMERITECH DS1 AND AMERITECH DS3 SERVICES

#### A. General

Ameritech Base Rate, DS1 and DS3 Services channels provide digital transmission at the discrete bit rates of 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56.0 Kbps, 64 Kbps, 1.544 Mbps, and 44.736 Mbps with timing provided by the Telephone Company through the Telephone Company's facilities to the customer in the received bit stream. Ameritech Base Rate, Ameritech DS1 and Ameritech DS3 Services are divided into three categories:

- Ameritech Base Rate Service which is comprised of channels operating at terminating bit rates of 2.4 Kbps, 4.8 Kbps, 9.6 Kbps, 19.2 Kbps, 56 Kbps and 64 Kbps; and,
- Ameritech DS1 Service which is comprised of channels operating at the terminating bit rate of 1.544 Mbps. However, when used with DS1 128.0, 256.0 or 384.0 Kbps Transport, the usable bandwidth available is 128.0, 256.0 or 384.0 Kbps.
- Ameritech DS3 Service which is comprised of channels operating at the terminating bit rate of 44.736 Mbps.

Ameritech Base Rate, DS1 and DS3 Services may be used to connect:

- a customer designated premises to another customer designated premises, or;
- a customer designated premises to a Telephone Company location where bridging and multiplexing functions are performed, or;
- between central offices using Ameritech DS1 or DS3 Service for access between Centrex services.
- a PBX or Centrex station at a Secondary local serving area location with the Primary PBX or Centrex location. When the exchange service rate includes the provision of the circuit between the main station location and the central office normally serving that location, a separate Local Distribution Channel (LDC) is not applicable; however, Channel Mileage (CM) and Channel Mileage Terminations (CMT) apply.

Material formerly appeared in Private Line Service Tariff,  
4th Revised Sheet No. 101.1

Issued: October 2, 1995

Effective: October 2, 1995

In accordance with Case No. 95-815-TP-ATA, issued September 1, 1995.

By J. F. Woods, President, Cleveland, Ohio

78-131-CSS  
attachment

THE NORTHERN BELL  
TELEPHONE COMPANY

P.U.C.O. No. 3  
EXCHANGE RATE TARIFF

SECTION 2  
1st Revised Sheet No. 13  
Cancels  
Original Sheet No. 13

BASIC EXCHANGE AREA SERVICE

B. LOCAL MESSAGES - ALL SCHEDULES

1. The monthly exchange rates included in A. preceding and in Section 3 of this tariff for message rate services include the number of local messages specified below:

- a. Business lines, individual and trunk, each..... 30
- b. Residence lines
  - Individual, each..... 30
  - Two-party, each..... 40

2. The charge per additional local message is... \$.09

\$.08

3. Schools:

a. "Schools" as used herein is limited to those institutions which are chartered by the State Board of Education pursuant to Section 3301.16, Revised Code.

b. The rates and charges for message rate services in B-1-a and B-2 preceding and for message rate Centrex stations in Section 35 of the General Exchange Tariff will apply to schools, except that no charge will apply for total local messages per line or Centrex station in excess of the following each month:

Individual lines, each.....	190
Trunk lines, each.....	415
Centrex stations, each.....	55

(X)

(X)

THE OHIO BELL  
TELEPHONE COMPANY

Ameritech

Tariff

Attachment # 6

P.U.C.C. NO. 20

PART 21 SECTION 1

PART 21 - Intrastate Access Services  
SECTION 1 - General

Original Sheet No. 1

1. GENERAL

The rates, charges and conditions for the provision of intrastate Carrier Access Service are as specified in the Ameritech Operating Companies Tariff F.C.C. No. 2, Access Services, as it now exists, and as it may be revised, added to or supplemented. The effectiveness of Section 4, End User Access Service, as applied to Intrastate Customers, has been suspended by the Public Utilities Commission of Ohio.

The rates, charges and conditions for the provision of intrastate Billing and Collection Service are as specified in the AMERITECH OPERATING COMPANIES TARIFF, F.C.C. NO. 1, BILLING AND COLLECTION SERVICES, as it now exists, and as it may be revised, added to or supplemented.

The rate for Originating Transport Residual Connection is as specified in this tariff.

Material formerly appeared in Access Service Tariff, 6th Revised Sheet No. 1

Issued: October 2, 1995

Effective: October 2, 1995

In accordance with Case No. 95-815-TP-ATA, issued September 1, 1995.

By J. F. Woods, President, Cleveland, Ohio

*Attachment #12*  
In the Matter of the Complaint of Robert and Ruth Leininger,  
Complainants, v. The Ohio Bell Telephone Company, Respondent

88-1387-TP-CSS

PUBLIC UTILITIES COMMISSION OF OHIO

1989 Ohio PUC LEXIS 100

January 31, 1989

PANEL:  
[\*1]

Thomas V. Chema, Chairman; Ashley C. Brown; Gloria L. Gaylord; Alan R.  
Schriber; Lenworth Smith, Jr.

OPINION:  
ENTRY

The Commission finds:

1) This complaint was filed with the Commission on September 19, 1988, by Mr. and Mrs. Robert Leininger against The Ohio Bell Telephone Company (Ohio Bell), alleging that the company had overcharged them for telephone service for the past twelve years. The complainants explained that they sold a building in 1976 and, at that time, called to cancel service in their names. The Leiningers claimed that in June, 1988, they inquired about the amount of their telephone bill and were informed by Ohio Bell that they were being charged for an underground line to the building they no longer owned. When they attempted to obtain a refund for overpayments made since 1976, the complainants stated they were offered only a two year refund. The Leiningers' complaint requested a refund for the past twelve years of overpayments or, at a minimum, a six year overpayment refund.

2) On October 12, 1988, Ohio Bell submitted a letter which indicated that, while it did not have records relating back twelve years, the records and information available suggested a substantial [\*2] probability that the complainants were correct. Ohio Bell explained that the line which the complainants were being charged for was associated with their residential service and was not disconnected when the Leiningers cancelled their business service. According to Ohio Bell's letter, the company was willing to satisfy this complaint by refunding to the Leiningers the full twelve years of overpayments.

3) On January 13, 1989, the Commission received a letter from the complainants stating that they were satisfied with Ohio Bell's settlement and requesting that the case be closed.

It is, therefore,

ORDERED, That this complaint be dismissed and the matter closed of record.  
It is, further,