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August 29, 2002

*Via Facsimile (614) 466-0313*

Ms. Daisy Crockron  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215-3793

RE: **Universal Broadband Communications, Inc. d/b/a Business Savings Plan (02-1942-CT-ACE)**

Dear Ms. Crockron:

Enclosed please find an original and ten (10) copies of amended original tariff sheets 14, 17 and 18 which have been revised per Staff requests. The revisions are more specifically set forth below:

Page 14, Section 2.7.3 - removed deposit language and inserted advanced payment provisions.  
Page 17, Section 2.8.2 - redrafted disconnection language to more clearly comply with Commission Rules.  
Page 18, Section 2.8.4 - removed the time limit for customer complaints.

If you should have any questions regarding this filing, please do not hesitate to call.

Sincerely,



Monica Borne Haab

Enclosure

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Technician AKH Date Processed 9/4/02

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, any equipment provided by Carrier shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits and Advance Payments

The Company will not require a deposit for service. The Company may require a Customer to make an advance payment for special construction before a specific service or facility is furnished. In general, the advance payment will not exceed an amount equal to the special construction costs for the service or facility. The advance payment will be credited to the Customer's initial bill.

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

**ISSUED:** July 26, 2002

**EFFECTIVE:**

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18200 Von Karman Ave., 10th Floor  
Irvine, California 92612

2.8 Carrier Responsibility

2.8.1 Cancellation of Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.2 Disconnection of Service by Carrier

A toll subscribers bill shall not be due earlier than fourteen (14) days from the date of postmark on the bill. If the bill is not paid by the due date, it becomes past due. The Company shall not disconnect the service sooner than fourteen (14) days after the due date of the bill, and without sending a written notice of disconnection, postmarked at least seven (7) days prior to the date of disconnection of service.

Disconnections will occur during the Company's normal business hours. However, no disconnection for nonpayment will be made after 12:30 p.m. on the day preceding a day that all services necessary for reconnection are not available.

Notices of disconnection shall comply with the provisions of Rule 4901:1-5-17(L)

The conditions under which a subscriber can be disconnected with seven (7) days prior notice are as follows:

1. A violation or non-compliance with any rules or regulation governing the service under this tariff;
2. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services;

In cases of nonpayment, the conditions under which a subscriber can be disconnected without prior notice are:

1. An emergency may threaten the health or safety of a person, or the local provider's distribution system. If service is disconnected, the Company shall act promptly to restore the service;
2. A subscriber's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employee's or subscribers;
3. A subscriber tampers with facilities or equipment owned or operated by the Company.

Unless prevented by circumstances beyond the Company's control, or unless a subscriber requests otherwise, the Company shall reconnect previously disconnected service by 5:00 p.m. on the next business day following:

1. receipt by the Company of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service have been eliminated; or
2. Agreement by the Company and the subscriber on a deferred payment plan and a payment under the plan.

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2.8 Responsibility of Carrier

2.8.3 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period before service was furnished or discontinued. The number of days in the billing period are divided by thirty days and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.4 Customer Complaint Procedure

The customer can contact the Company with any inquiries or complaints by dialing 1-800-390-8959 (toll free), or by writing to the Company at the address listed below. The Company will resolve all complaints in a timely and courteous manner, and will credit the customers bill upon proper showing that a charge was made in error.

In the event that the Company is unable to resolve a disputes properly brought to its attention, the Customer may direct the complaint to the attention of the Public Utilities Commission of Ohio.

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