

27

FILE
NE



Change the world. One call at a time. SM

February 22, 2007

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

RECEIVED-DOCKETING DIV
2007 FEB 23 AM 10:30
PUCO

Re: Case No. 07-68-TP-ACE and TRF No. 90-6369-CT-TRF
FINAL TARIFF FILING

Dear Sir/Madam:

Enclosed please find the following from BetterWorld Telecom, LLC:

Exhibit E - (PUCO Tariff No. 1
Exhibit A - telephone Service Requirements Form

Do not hesitate to contact me if you have any questions.

Regards,

Gloria Costa
Manager Regulatory & Admin.
(703) 797-1750 X909
gcosta@BetterWorldTelecom.com

This is to certify that the images appearing are an
accurate and complete reproduction of a on - file
document delivered in the regular course of business.
Technician JW Date Processed 2/23/07

BetterWorld Telecom, LLC

**P.U.C.O. Tariff No.1
Title Page**

**TARIFF SCHEDULE APPLICABLE TO
RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES
PROVIDED WITHIN THE STATE OF OHIO BY
BETTERWORLD TELECOM, LLC**

This tariff applies to the resold interexchange telecommunications services furnished by BetterWorld Telecom, LLC ("BetterWorld" or "Company") between one or more points in 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 Company's principal place of business, 11951 Freedom Drive, 13th Floor., Reston, Virginia 20190.

Issued:	February 23, 2007	Effective:	February 24, 2007
Issued By:	Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13 th Floor Reston, VA 20190		

CHECK SHEET

The Title Page and Pages 1 through 18 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
Title	Original	16	Original
1	Original	17	Original
2	Original	18	Original
3	Original	19	Original
4	Original	20	Original
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		

Issued:	February 23, 2007	Effective:	February 24, 2007
Issued By:	Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13 th Floor Reston, VA 20190		

TABLE OF CONTENTS

	<u>Page</u>
Check Sheet	1
Table of Contents	2
Tariff Format	3
Symbols	4
Section 1 – Definitions	5
Section 2 – Rules and Regulations	7
Section 3 – Description of Services	17
Section 4 – Rates and Charges	20

Issued: February 23, 2007

Effective: February 24, 2007

Issued By: Gloria Costa
Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

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 Page 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. 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.
- C. **Paragraph Numbering Sequence** - There are various 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
- D. **Check Sheets** - 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. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain 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.

Issued: February 23, 2007

Effective: February 24, 2007

Issued By: Gloria Costa
Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- C - To signify a **changed** regulation.
- D - To signify a **deleted** or **discontinued** rate or regulation.
- I - To signify an **increased** rate.
- M - To signify a **move** in the location of text.
- N - To signify a **new** rate or regulation.
- R - To signify a **reduced** rate.
- T - To signify a change in **text** but no change in a rate or regulation.

Issued:	February 23, 2007	Effective:	February 24, 2007
Issued By:	Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13 th Floor Reston, VA 20190		

SECTION 1 – DEFINITIONS

Authorization Code

A multi-digit code that enables a customer to access Company's network and enables Company to identify the customer's use for proper billing. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI)

A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed.

Commission

The Public Utilities Commission of Ohio.

Common Carrier

A company or entity providing telecommunications services to the public.

Company

The term "Company" denotes Better World Telecom, Inc.

Customer

The person, firm, or corporation or other entity which orders or uses service and is responsible for the payment of charges and compliance with the tariff regulations. The term Customer is synonymous with the term "Subscriber."

Local Access and Transport Area (LATA)

The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.

Subscriber

See "Customer" definition.

Issued:	February 23, 2007	Effective:	February 24, 2007
Issued By:	Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13 th Floor Reston, VA 20190		

SECTION 1 – DEFINITIONS (Cont'd)

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Issued:	February 23, 2007	Effective:	February 24, 2007
Issued By:	Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13 th Floor Reston, VA 20190		

SECTION 2 – RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State of Ohio. Company's services are furnished subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

2.2 Use of Services

- 2.2.1 Company's services may be used for the transmission of telecommunications by the Customer for any lawful purpose for which the service is technically suited.
- 2.2.2 The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Company's services may be denied for nonpayment of charges or for other violations of this tariff.

Issued:	February 23, 2007	Effective:	February 24, 2007
Issued By:	Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13 th Floor Reston, VA 20190		

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Limitations on Liability

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, regardless of the form of action whether in contract, tort, negligence of any kind whether active or passive, strict liability, or otherwise.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for any claims for loss or damages involving:
- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (3) common carriers;

Issued: February 23, 2007

Effective: February 24, 2007

Issued By: Gloria Costa
Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Limitations on Liability (Cont'd)

- B. Any delay or failure of performance due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided services; or by means of the combination of Company-provided services with Customer-provided facilities or services;
- E. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises;
- F. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- G. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- H. Any noncompletion of calls due to network busy conditions;
- I. Any calls not actually attempted to be completed during any period that service is unavailable.

Issued: February 23, 2007

Effective: February 24, 2007

Issued By: Gloria Costa
Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

SECTION 2 -- RULES AND REGULATIONS (Cont'd)

2.3 Limitations on Liability (Cont'd)

- 2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- 2.3.6 The Company assumes no responsibility for the availability or performance of any related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.7 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Issued:	February 23, 2007	Effective:	February 24, 2007
Issued By:	Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13 th Floor Reston, VA 20190		

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for the payment of all charges for services furnished to the Customer.

2.4.2 The Customer is responsible for compliance with applicable regulations set forth in this tariff.

2.4.3 The Customer shall indemnify and hold Company harmless from all liability disclaimed by Company as specified in this Tariff, arising in connection with the provision of service by Company.

2.5 Deposits

Company does not require a deposit from the Customer.

2.6 Taxes

The customer is responsible for payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end use is directly responsible, and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges will appear as separate line items on the customer's bill, and are not included in the quoted rates. Any such line item charges will be reflected in the company's tariff. The company will not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. The company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

Issued:	February 23, 2007	Effective:	February 24, 2007
Issued By:	Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13 th Floor Reston, VA 20190		

SECTION 2 – RULES AND REGULATIONS (Cont'd)2.7 Billing Arrangements

- 2.7.1 Customer bills and Company's billing practices will comply with MTSS 4901:1-5-15.
- 2.7.2 The Customer will be billed directly by Company. Billing is based on a minimum call duration of thirty (30) seconds with six (6) second billing increments thereafter for all services. Call duration is measured from the time hardware or software supervision indicates a connection between the calling and the called stations. There are no charges for uncompleted calls.
- 2.7.3 Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have thirty (30) days. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.7.4 The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.
- 2.7.5 Bills are due and payable within eighteen (18) days from the invoice date. *Payment may be made by cash, check, money order, or cashier's check.*
- 2.7.6 A late fee of 1.5% monthly will be charged on any past due balances. The late fee amount will be assessed from the date payment was due. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.
- 2.7.7 A charge will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. The maximum the Company may charge is \$40. For the actual current charge please see Section 4 – Rates and Charges.
- 2.7.8 If Customer fails to perform any of Customer's payment obligations set forth in this tariff, Customer shall pay any and all collection costs and expenses incurred by Company in enforcing or establishing its rights

Issued: February 23, 2007

Effective: February 24, 2007

Issued By: Gloria Costa
Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

hereunder, including, without limitations, collection agency fees or payments, court costs, arbitration costs and actual attorney's fees.

Issued:	February 23, 2007	Effective:	February 24, 2007
Issued By:	Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13 th Floor Reston, VA 20190		

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8 Billing Disputes

2.8.1 All bills are presumed accurate, and shall be absolutely binding on the Customer unless objection is received by Company. Billing disputes should be addressed to Company's customer service organization via telephone at (866) 567-2273, in writing at 11951 Freedom Drive, 13th Floor, Reston, VA 20190, or via email at wecare@betterworldtelecom.com.

2.8.2 In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the Public Utility Commission of Ohio. The Commission's address is:

The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793
(614) 466-3292
1-800-686-7826

Issued: February 23, 2007

Effective: February 24, 2007

Issued By: Gloria Costa
Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.9 Cancellation, Discontinuance or Interruption of Services

2.9.1 Cancellation

- A. Customer may cancel service by providing notice to Company prior to cancellation by telephone or in writing. Notice will be deemed received upon actual receipt by the Company.
- B. Customer is responsible for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customer will continue to have Company usage until the Customer notifies its local exchange company and changes its long distance company.
- C. Any non-recoverable cost of Company expenditures shall be borne by the Customer if the Customer orders service and then cancels the order before such service begins; or liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges.

2.9.2 Discontinuance

- A. Company will comply with MTSS Rule 4901:1-5-17 (B) regarding disconnection of service for nonpayment.
- B. Company will comply with MTSS Rules 4901:1-5-17 (D) and (E) regarding disconnection of service with notice for reasons other than nonpayment.
- C. Company will comply with MTSS Rule 4901:1-5-17 (G) regarding disconnection of service without notice for reasons other than nonpayment.
- D. Company will comply with MTSS Rule 4901:1-5-17 (K) regarding disconnection procedures for nonpayment.
- E. Company will comply with MTSS Rule 4901:1-5-17 (M) regarding procedures for reconnection of service.

Issued: February 23, 2007

Effective: February 24, 2007

Issued By: Gloria Costa
Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.9 Cancellation, Discontinuance or Interruption of Services (Cont'd)

2.9.3 Interruptions—Generally

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer or the Company discovers a service is inoperative and is not due to the negligence of the Customer. An interruption period ends when the service is operative.
- C. If the Customer reports a service to be inoperative but declines to release it for testing and repair, the service is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.

2.9.4 Limitations on Interruption Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company;

Issued:	February 23, 2007	Effective:	February 24, 2007
Issued By:	Gloria Costa Manager Regulatory & Admin. 11951 Freedom Drive, 13 th Floor Reston, VA 20190		

SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.9 Cancellation, Discontinuance or Interruption of Services (Cont'd)

- D. during any period in which the Customer continues to use the service on an impaired basis;
- E. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- F. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.9.5 Application of Credit for Interruptions of Service

- A. Credit for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred.
- B. For calculating credit allowances, every month is considered to have thirty (30) days or 720 hours.
- C. No credit allowance is available for an interruption of a continuous duration of less than two (2) hours.
- D. The customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the services affected for each hour or major fraction thereof that the interruption continues. The credit formula is: $\text{Credit} = (A/720) \times B$. "A" equals outage time in hours and "B" equals the total monthly charge for the affected utility.

Issued: February 23, 2007

Effective: February 24, 2007

Issued By: Gloria Costa
Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

SECTION 3 – DESCRIPTION OF SERVICES**3.1 Description of Services**

Company provides 24-hour intrastate interexchange telecommunications services, including long distance, toll and calling card telecommunications services. Calls are rated based on the duration of the call. A minimum call duration is thirty (30) seconds with six (6) second billing increments thereafter for all services.

3.2 Calculation of Usage Rates

Billing for calls placed over Company's services is based on the duration of the call. Billing is in six (6) second increments, with a minimum call length of not less than thirty (30) seconds. Call duration is measured from the time hardware or software supervision indicates a connection between the calling and the called station. There are no charges for uncompleted calls.

3.3 Discounts For Persons With Communication Disabilities and the Telecommunication Relay Service

- 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.

SECTION 3 – DESCRIPTION OF SERVICES**Issued: February 23, 2007****Effective: February 24, 2007**

**Issued By: Gloria Costa
Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190**

3.3 Discounts For Persons With Communication Disabilities and the Telecommunication Relay Service (cont'd)

- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, the following discount shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls.
- 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.

3.3 Emergency Services Calling Plan

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.

Issued: February 23, 2007

Effective: February 24, 2007

Issued By: Gloria Costa
Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

SECTION 4. RATES AND CHARGES

This section sets forth the rates and charges applicable to Company's service offerings.

4.1 Long Distance

The Company provides basic 1+ long distance service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Ohio. Customers will receive a \$2.00 discount off the monthly service charge for opting not to receive a paper bill.

4.1.1 Monthly Service Charge \$5.99

4.1.2 IntraLATA and InterLATA Rate \$0.089 per minute

4.2 Toll Free Service

The Company provides a direct access, incoming only 800 service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Ohio.

4.2.1 Monthly toll free number fee \$.075

4.2.2 Rate \$0.099 per minute

4.3 Calling Card Service

The Company provides a post-paid calling card service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Ohio.

4.3.1 Rate \$0.12 per minute

4.4 Return Check Charge

The following charge will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

4.4.1 Rate \$25.00

Issued: February 23, 2007

Effective: February 24, 2007

Issued By: Gloria Costa
Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

EXHIBIT A**TELEPHONE SERVICE REQUIREMENTS FORM**

Pursuant to Case Nos. 95-845-TP-COI, 99-998-TP-COI, 99-563-TP-COI, and 04-1785-TP-ORD

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. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

A. MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):

[x] 1. SALES TAX (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.

[x] 2. MTSS TARIFF REQUIREMENTS

[x] The provider attests that its tariffs include:

- provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
- Toll Caps (choose one):
 - ☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
 - ☒ not applicable since the provider has not chosen to incorporate toll caps.
- language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;
- language regarding residential service guarantors, as cited in 4901:1-5-14;
- language regarding subscriber bills, as cited in 4901:1-5-15;
- language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,

- language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

Check the boxes below to attest that the provider shall adhere to the following criteria when the provider implements cancellation of service policies and/or requests an advance payment:

☒ Cancellation of Service:

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage;

☐ Advance Payment:

Advance Payment means a payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

[x] 3. **SURCHARGES**

The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission specifically approves same. The company shall not place a separate line

item on a customer's bill without sending notice to all customers informing them of the new line item charges in accordance with Commission-adopted notice procedures.

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

[] 4. 1+ INTRALATA PRESUBSCRIPTION - Basic Local Exchange Providers Only (See Also Case No. 95-845-TP-COI, Guideline X.)

a. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

b. IntraLATA Presubscription Options

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the

presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D; Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

c. Rules and Regulations

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.

d. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the

90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in e.ii. below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

e. IntraLATA Presubscription Charges

i. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as follows:

- a. The charge shall be no greater than those set forth in Paragraph (e)(ii), unless modified by a company-specific Commission-approved tariff.
- b. If a Subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

--	Manual Process	\$5.50
--	Electronic Process	\$1.25

B. REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES, 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 telephone companies offering message toll service (MTS)
(See also Case Nos. 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 of 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 rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls.
- 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 CLECs and CTSs 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**

By checking this box, the provider attests that it will provide alternative operator services (AOS) as defined in Rule 4901:1-6-01(A) of the Ohio Administrative Code (O.A.C.) in compliance with all of the AOS service parameters set forth in Rule 4901:1-6-23, O.A.C.

☒ **4. LIMITATION OF LIABILITY**

The following is applicable to all telephone companies 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 courts 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 telephone companies who choose to include in their tariffs language which imposes early termination liability on a customer for termination of service prior to the designated term of service:

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

☐ **6. SERVICE CONNECTION ASSISTANCE (SCA)**

The following is applicable to all LECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs of connecting to the local exchange network for qualified customers. It provides a waiver of the deposit requirement, full or partial waiver of the service connection charges.

☐ 7. **LOCAL NUMBER PORTABILITY and NUMBER POOLING**

See Case No. 95-845-TP-COI Guideline XIV, FCC Dockets 95-116 and 99-200. NOTE: LNP and number pooling are required of all facilities-based LECs, regardless of size, and CMRS where currently rolled-out by the FCC or as a result of a bona fide request unless granted an extension, exemption, or waiver by the Commission or the FCC.

☐ 8. **TARIFFING AND DISCONNECTION PROCEDURES FOR SERVICE PACKAGES OR BUNDLES**

Applicable to all LECs packaging or bundling regulated local services with toll service and/or unregulated services. See Rule 4901:1-6-21(C), Ohio Administrative Code.

☐ **Option 1****Tariffing**

Under option 1, LECs that package or bundle regulated local services with toll and/or unregulated services shall tariff only the regulated components of a package or bundle of services either as a package at a separate, single rate for the regulated components or individually at individual tariffed rates. The unregulated services and any rate(s) associated with the unregulated service components of any package or bundle of services shall not be tariffed.

Disconnection Procedures

Under option 1, if a customer fails to submit timely payment sufficient to cover the amount of the regulated charges, the LEC may discontinue the provision of the regulated services in compliance with Rule 4901:1-5-17, Ohio Administrative Code.

Staff Notice

Under option 1, LECs shall keep the Director of the Consumer Services Division and the Chief of Telecommunications of the Utilities Department informed and up-to-date on all current offers to consumers that bundle regulated local services with unregulated services at a single packaged rate, different from the rate shown in the tariff for the regulated components of the package. The notice to staff shall identify the regulated and unregulated services included and the packaged rate (the combined tariffed and untariffed rate).

☐ **Option 2**

Tariffing

Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within the package and denote which services are unregulated.

Disconnection Procedures

Under option 2, if a customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the LEC may discontinue the provision of any regulated and unregulated services, other than basic local exchange service, if payment is sufficient to cover the rate for basic local exchange service. For purposes of this rule, the rate for basic local exchange service shall be the tariffed rate for stand-alone basic local exchange service. In the event a CLEC does not offer basic local exchange service on a stand-alone basis, the CLEC shall identify an amount in the tariff for the basic local exchange service component of the package. In no event shall this amount exceed the packaged rate. Further, if the customer loses services included in the package due to non-payment or partial payment pursuant to this rule, the customer shall be entitled to add, change, or discontinue any regulated services provided according to the LEC's normal procedures for adding, changing or discontinuing such services.

Disconnection Notice

Under option 2, the LEC shall, in its notice of disconnection for non-payment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package.

☐ **9. INMATE OPERATOR SERVICES**

By checking this box, the provider attests that it will provide inmate operator services (IOS) as defined in Rule 4901:1-6-01(A) of the Ohio Administrative Code (O.A.C.) in compliance with all of the IOS service parameters set forth in Rule 4901:1-6-23, O.A.C.