

**FILE**

**Lance J.M. Steinhart, P.C.**

Attorney At Law

1720 Windward Concourse

Suite 115

Alpharetta, Georgia 30005

Also Admitted in New York  
and Maryland

Telephone: (770) 232-9200

Facsimile: (770) 232-9208

Email: lsteinhart@telecomcounsel.com

August 2, 2007

**VIA OVERNIGHT DELIVERY**

Docketing Division

Public Utilities Commission of Ohio

180 E. Broad St.

Columbus, OH 43215-3793

Re: Touchtone Communications Inc.; Case No. 07-788-TP-ACE

Dear Sir/Madam:

Pursuant to staff request, enclosed please find for filing an original and seven (7) copies of the following information for Touchtone Communications Inc.:

**Tariff No. 1**

- Pages 10, 13, 14

**Tariff No. 1, Section 1**

- Pages 1, 7 - 13, 20, 22, 28, 31

**Tariff No. 1, Section 2**

- Pages 71, 72, 79, 84, 90 - 93, 96

**Tariff No. 1, Section 3**

- Pages 2, 9, 16, 22, 29, 30, 31, 32, 50, 54, 55 - 57

**Tariff No. 1, Section 4**

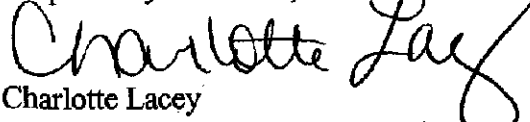
- Pages 9, 13, 21, 22

**Tariff No. 3**

- Pages 7, 8, 9, 11, 12, 21, 26, 27, 34, 39, 40, 43, 44, 45, 51, 53, 54
- Revised Sample Bill
- Revised Residential and Non-Residential Notices
- Revised Letter of Agency and Service Agreement
- Copy of the Interconnection Agreement request submitted to AT&T.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope. If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me.

Respectfully submitted,



Charlotte Lacey

Legal Assistant to Lance J.M. Steinhart

Attorney for Touchtone Communications Inc.

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

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EXPLANATION OF TERMS

ADVANCE PAYMENT

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

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

AUTHORIZATION CODE

A numerical code assigned to a Customer to enable the Company to identify the origin of the call so it may rate and bill the call.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

ATTENDANT

An operator of a PBX console or telephone switchboard.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designated for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

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EXPLANATION OF TERMS (cont'd)

**LAST NUMBER REDIAL**

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

**LATA**

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States 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 Carrier Association, Inc. Tariff F.C.C. No. 4.

**LOCAL CALL**

Any call for which an additional charge, *i.e.*, toll charge, is not made to the calling or called party.

**LONG DISTANCE CALL**

Any telephone call to a destination outside the local calling area, whether inter-LATA or intra-LATA, and for which there is a charge beyond that for basic service.

**LOCAL CALLING AREA**

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

**LOCAL EXCHANGE CARRIER**

A company that furnishes exchange telephone service.

**LOCAL SERVICE**

Telephone exchange service within a local calling area.

**MOVE**

The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

**PBX**

A private branch exchange.

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EXPLANATION OF TERMS (cont'd)

**PREPAID ACCOUNT**

An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

**PREPAID CALLING CARD**

A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

**PRESUBSCRIPTION**

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

**PRIVATE BRANCH EXCHANGE SERVICE**

Service providing facilities for connecting central office trunks and tie lines to PBX STATIONS, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

**RATE CENTER**

Company-designated service locations from which service is rendered or rated.

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1. Local Exchange Service Regulations

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. AT&T Ohio and Verizon are the underlying incumbent local exchange carriers.
- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may use services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer any services it purchased from AT&T Ohio on a resale basis for resale to other carriers.
- C The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

- A Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Business Customer will be required to execute any other documents as may be reasonably requested by the Company.

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Touchtone Communications Inc.

PUC Tariff No. 1

Section 1

Issue Date: July 9, 2007

Original Page No. 7

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1. Local Exchange Service Regulations (cont'd)

1.5.1 RESERVED FOR FUTURE USE

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Touchtone Communications Inc.

PUC Tariff No. 1

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1. Local Exchange Service Regulations (cont'd)

1.5.2 RESERVED FOR FUTURE USE

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1. Local Exchange Service Regulations (cont'd)

1.5.3 RESERVED FOR FUTURE USE

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1. Local Exchange Service Regulations (cont'd)

1.5.4 RESERVED FOR FUTURE USE

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Effective Date:

Touchtone Communications Inc.

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1. Local Exchange Service Regulations (cont'd)

1.5.5 RESERVED FOR FUTURE USE

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Effective Date:

1. Local Exchange Service Regulations (cont'd)

1.6 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is in accordance with OAC 4901:1-5-16. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

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1. Local Exchange Service Regulations (cont'd)

1.7 Interruptions in Service

An interruption is deemed to have occurred when the phone lines of the underlying provider are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Maintenance

A The Company's underlying provider shall have the right to make necessary repairs or changes in its services at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable, at times that will cause the Customer the least inconvenience.

When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

A Interruptions of 24 hours or more, which are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer, are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

B For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on the interrupted portion of circuit will receive a credit.

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements

A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Any objections made to the Company will be processed in accordance with O.A.C. 4901:1-5.

1.9.1 **SERVICE CONNECTION ASSISTANCE**

A. General

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- Waiver of applicable deposit requirements under 1.14, Section 1 of this tariff.
- Full or partial waiver up to \$60 of applicable service connection charges for establishing or re-establishing local exchange service as described in Part 4.7, Section 4 of this tariff (Service Connection Assistance does not apply to network wiring charges).

B. Regulations

1. Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
  - a. Home Energy Assistance Program (HEAP);
  - b. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
  - c. Food Stamps;
  - d. Federal Public Housing or Section 8 Assistance; or
  - e. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
2. The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Paragraph 2.B.1. above; identifying the specific program or programs from which the customer receives benefits.
3. Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
4. Service Connection Assistance is available for all grades of service.
5. Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.
6. Service Connection Assistance shall be available to eligible customers not more than once in a one year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
7. Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.3 Refund of Deposits

A A deposit will be refunded to a customer after twelve consecutive months of prompt payments, as defined in "Explanation of Terms" and below, of telephone service invoices. A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills. The Company will refund the deposit to the customer by direct payment, or, at the customer's request, apply the deposit as a credit to the customer's account.

B When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company will return the deposit to the customer or, at the customer's request, apply the deposit as a credit to the Customer's account.

1. Local Exchange Service Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.1 Discontinuance of Service by the Company (cont'd)

- D For purposes of this section (1.10.1), all regulated telephone services provided by the Company shall be defined as local service.
- E The Company may disconnect Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards.
  - (i) Disconnection notices issued by the Company pursuant to Rule 4901:1-5-17, O.A.C., must inform the subscriber facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "only local" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- F The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- G Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

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1. Local Exchange Service Regulations (cont'd)

1.12 Transfers and Assignments

- A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.13 Notices and Communications

- A The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other written communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.

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**2. Services Description and Rates (cont'd)****2.1.5 VERIZON EXCHANGES**

<b><u>Customer Exchange</u></b>	<b><u>Called Exchange</u></b>
Guysville	Athens Coolville
Hamersville	Bethel Cincinnati Clermont Felicity Georgetown Higginsport Mt. Orab
Hanoverton	East Rochester Lisbon North Georgetown Winona
Harlem Springs	Amsterdam Bergholz Carrollton Mechanicstown
Harpster	Marion Upper Sandusky
Haskins-Tontogany	Bowling Green Grand Rapids

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**2. Services Description and Rates (cont'd)****2.1.5 VERIZON EXCHANGES**

<b><u>Customer Exchange</u></b>	<b><u>Called Exchange</u></b>
Hayesville	Ashland
Helena	Bettsville Fremont Gibsonburg
Hicksville	None
Higginsport	Cincinnati Clermont Felicity Georgetown Hamersville
Homerville	Lodi Spencer West Salem
Huron	Berlin Heights Sandusky
Idaho	Piketon Waverly

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2. Service Description and Rates (cont'd)2.3 Resold Centrex Service (cont'd)2.3.4 Feature Package

The feature package allows the customer to select any combination or all of the following features for a single monthly recurring charge, rather than subscribing to these features separately:

Call Pick Up	Call Forward - Variable
Call Transfer	Three Way Conference Calling
Call Hold	Call Waiting
Speed Dial	

2.3.4.1 Rate

	Maximum Charge
Call Waiting	
Non Recurring Charge	\$20.00
Monthly Recurring Charge	\$11.00

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2     Service Description and Rates (cont'd)

2.8     Directory Listings

2.8.1   Description

Directory listing will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

- (i)     Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii)    Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (iii)   Non-Published Listings. Nonpublished listing are not printed in directories nor are they available from directory assistance. Nonpublished listings are subject to the provisions set forth in Sections 1.5.2 and 1.6;
- (iv)    Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance;
- (v)     Foreign Listing. A foreign listing is one which is published in a directory not in the Customer's immediate calling area;
- (vi)    Extra Line Listings. Provides additional information after a main or additional listings.
- (vii)   Cross Reference Listing. This provides a reference to another listing in the same directory.

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2     Service Description and Rates (cont'd)

2.11.1   Reserved for Future Use

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2      Service Description and Rates (cont'd)

2.11.2 Reserved for Future Use

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2      Service Description and Rates (cont'd)

2.11.3 Reserved for Future Use

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2     Service Description and Rates (cont'd)

2.11.4 Reserved for Future Use

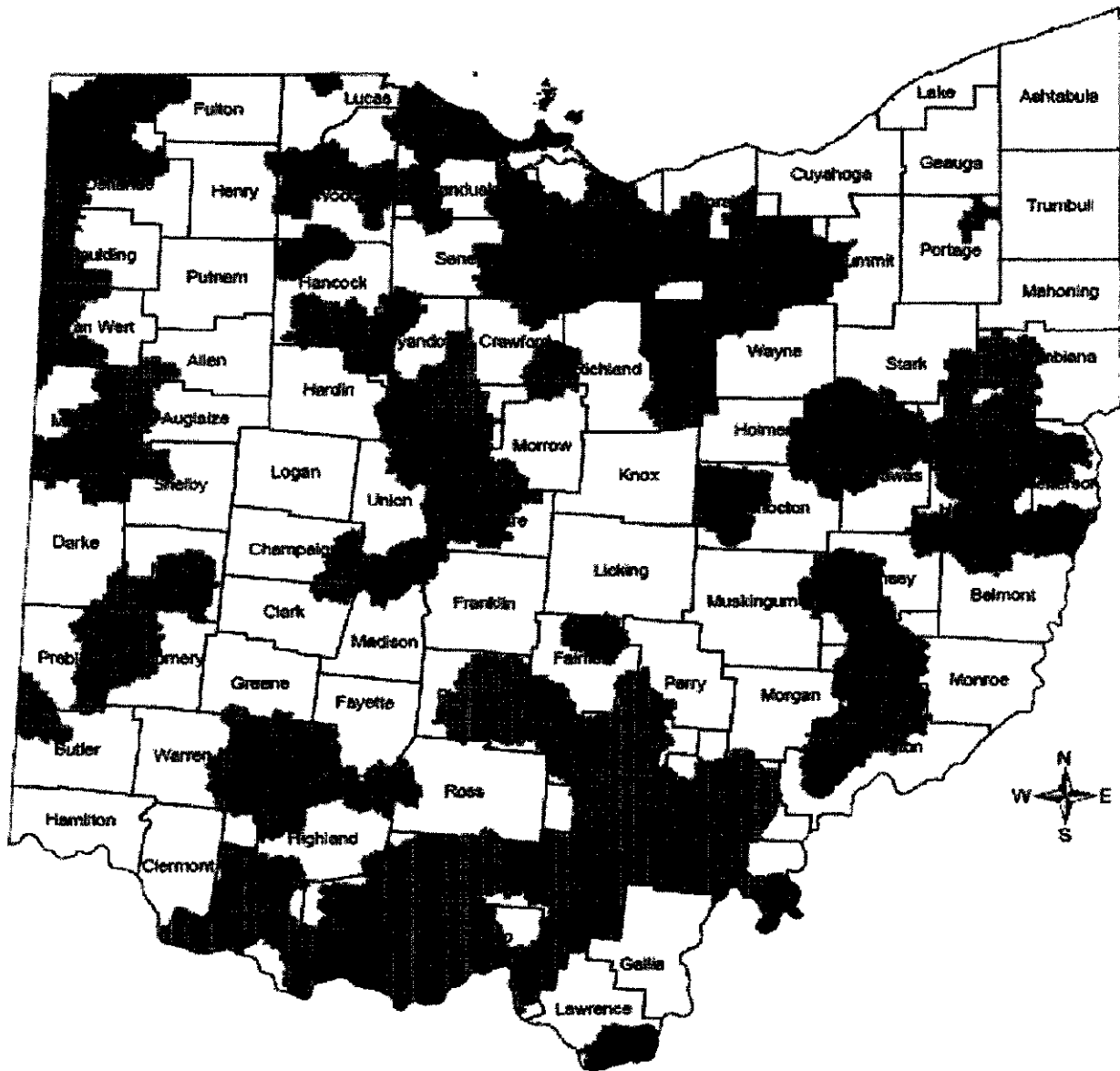
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2 Service Description and Rates (cont'd)  
2.16 Proposed Service Area - Verizon



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**3. Local Exchange Service Price List (cont'd)****3.1 Standard Residence Local Exchange Service (cont'd)****3.1.1 AT&T Ohio Calling Areas (cont'd)****(I) Flat Rate Service**

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

<u>Individual Line</u>	<u>Current Rate</u>	<u>Max Rate</u>
	\$39.99	\$79.99

**(II) Measured Rate Service**

Customers subscribing to Measured Rate Service will pay a recurring service charge and a local usage per call charge. The Measured Rate Service Customer will be charged a per minute rate for all local calls placed from the Customer's line.

**Monthly Recurring Service Charges**

	<u>Measured Rate</u>	<u>Max Rate</u>
	27.49	39.99

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3. Local Exchange Service Price List (cont'd)3.1 Standard Residence Local Exchange Service (cont'd)

## 3.1.2 Verizon Calling Areas (cont'd)

## B. Usage Sensitive Charges and Allowances (cont'd)

## Usage Charges

	PEAK		OFF-PEAK <sup>2</sup>	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Home Calling Area	0.0300	0.0100	0.0150	0.0050
Extended Service Area				
Area A (1-10 miles)	0.0700	0.0200	0.0350	0.0100
Area B (11-22 miles)	0.0900	0.0300	0.0450	0.0150
Area C (22+ miles)	0.1200	0.0400	0.0600	0.0200

## C. Zone Rates

## I. Description

Zone rates are specified monthly charges for urban grades of exchange service which do not vary with the distance from the base rate area, and are available to customers located within a zone rate area. A zone rate area is that portion of an exchange area which is beyond the base rate area and contiguous thereto, or to another zone rate area of the same exchange within which specified urban grades of service are offered at zone rates. Zone rate areas for each zoned exchange area are defined 2.16 Section 2 of this tariff.

<sup>2</sup> 9:00 PM to 7:59 AM Monday through Friday, and all day Saturday, Sunday and Holidays

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3. Local Exchange Service Price List (cont'd)

3.1 Standard Residence Local Exchange Service (cont'd)

3.1.2 Verizon Calling Areas (cont'd)

D. Calling Plans (cont'd)

III. Residential Regional Package (cont'd)

IV. Choice of any or all calling services listed below:

Call Waiting/Cancel Call Waiting  
Caller ID  
Speed Dialing 8  
Speed Dialing 30  
Three-Way Calling

V. Zone Rates

Residential Regional Package is not available with the following:

- any other package or bundled offering on the same line
- any measured or message rate services
- employee concession service
- ISDN Service
- Foreign Exchange Service

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**3      Local Exchange Service Price List (cont'd)****3.2      Standard Business Local Exchange Service (cont'd)****3.2.1      AT&T Ohio Calling Areas****A.      Message Rate**

Message Rate Service consists of a fixed monthly rate for usage packages which includes a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the customer's account for any other month that service is provided.

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	28.90	57.80

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	32.60	65.20

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**3      Local Exchange Service Price List (cont'd)****3.2      Standard Business Local Exchange Service (cont'd)****3.2.2      Verizon Calling Areas****Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

**A.      Flat Rate Calling Service**

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) locations that are available for their service area. Regional toll calls (outside the local area, but within regional boundaries) will be billed separately per minute.

	<u>Monthly Rate</u>	<u>Max Rate</u>
Individual Line	35.95	71.90

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3 Local Exchange Service Price List (cont'd)

## 3.2 Standard Business Local Exchange Service (cont'd)

## 3.2.2 Verizon Calling Areas (cont'd)

## A. Flat Rate Calling Service (cont'd)

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	47.19	94.38

<u>PBX Trunks</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	73.25	146.50

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**3      Local Exchange Service Price List (cont'd)****3.2      Standard Business Local Exchange Service (cont'd)****3.2.2    Verizon Calling Areas (cont'd)****B.      Usage Sensitive Charges and Allowances**

Each call to a telephone number within the customer's exchange area is charged on a usage basis. Extended area usage rates apply to calls made to certain exchanges outside the customer's exchange area. Usage charges apply on customer-dialed station-to-station calls charged to the calling party. Where operator assistance is utilized, the usage charges apply in addition to the charge for operator assistance on local messages<sup>12</sup>. The additional charge for operator assistance would apply if the calling party wants the call billed to another local telephone number.

**Monthly Charges**

<u>Individual Line</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	24.09	48.18

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<sup>12</sup> Operator Assistance for Local Messages: A special service charge applies for operator assistance on local calls. This service charge is in addition to the other usage rates for Usage Sensitive Service. Charge per call is \$.50.

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3 Local Exchange Service Price List (cont'd)

## 3.2 Standard Business Local Exchange Service (cont'd)

## 3.2.2 Verizon Calling Areas (cont'd)

## B. Usage Sensitive Charges and Allowances (cont'd)

<u>Multiline Key</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	30.16	60.32

<u>PBX Trunks</u>	<u>Monthly Rate</u>	<u>Max Rate</u>
	49.08	98.16

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**3     Local Exchange Service Price List (cont'd)****3.3     Advanced Features (cont'd)****F.     TCI Digital Centrex Service**

TCI Digital Centrex Service delivers superior performance, PBX-like functionality including abbreviated dialing, and is compatible with many telephone sets. Each user has a unique seven-digit direct telephone number and customized features. The service is affordable, power failure safe and provides a scalable platform for future growth and technology.

**Monthly Recurring Charges**

Contract Length	Monthly Recurring Charge	Max Rate
12 months – Assume Dial 9	26.61	53.22
12 months	23.15	46.30
24 months	21.05	42.10
36 months	17.59	35.18
60 months	16.51	33.02
84 months	15.80	31.60

**NOTES FOR ALL:** Availability of services must be verified with the Company based on customer address and NPA-NXX. Rates do not include FCC End User Charge, FCC Port Charge, or other surcharges and taxes. Minimum service period is 12 months. If service is cancelled prior to the end of the contract, a termination charge will be calculated as follows: a. The average of the sum of all line charges on three previous Company invoices to the customer (excluding taxes) multiplied by the number of months remaining in the term agreement. 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.

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3      3.5.1    Reserved for Future Use

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3      3.5.2    Reserved for Future Use

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3            3.5.3    Reserved for Future Use

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3      3.5.4    Reserved for Future Use

3.6    Directory Assistance

A      For all calls to local directory assistance beyond the monthly allowance of one call per month, the following charge will apply per call:

AT&T OHIO Service Areas	\$1.10 per call
Verizon Service Areas	\$1.10 per call

B      For all requests for local Directory Assistance Call Completion, the following additional charge will apply:

\$0.35 per request

3      Local Exchange Service Price List (cont'd)

3.7    Insufficient Fund Charge                      \$25.00

3.8    Reserved for Future Use

3.9    Reserved for Future Use

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**4. Toll Service Regulations (cont'd)**

- 4.6.7 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 facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours

"B" - monthly charge for affected activity

**4.7 Deposit**

- 4.7.1 Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Reestablishment of credit for service will be in accordance with Rule 4901:1-17-04. Additional requirements may be found in Section 1.9.2 of this tariff.
- 4.7.2 The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.

**4.8 Payment and Billing**

- 4.8.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

Payment and billing practices will be in accordance with the Minimum Telephone

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**4. Toll Service Regulations (cont'd)**

**4.11 Payphone Dial Around Surcharge**

A dial around surcharge of \$0.28 per call will be added to any completed intrastate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

**4.12 Presubscribed Interexchange Carrier Charge**

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills as permitted by the Commission.

**4.13 Returned Check Charge**

A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

**4.14 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

16 South Jefferson Road  
Whippany, New Jersey 07981  
(800) 266-4006

Or at the Commission:

Attn: Service Monitoring and Enforcement Department  
Ohio Public Utilities Commission  
180 East Broad Street  
Columbus, Ohio 43215-3793  
(800)-686-7826 (voice)  
(800)-686-1570 (TDD)

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4. **Toll Service Regulations** (cont'd)

## PRICE LIST

A. **Dial Station-to-Station**

## Initial Period and Additional Minutes Rates – Residence

Day		Evening		Night & Weekend	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.25	\$0.25	\$0.21	\$0.21	\$0.19	\$0.19

## Initial Period and Additional Minutes Rates – Business

Day		Evening		Night & Weekend	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.32	\$0.32	\$0.29	\$0.29	\$0.29	\$0.29

B. **Minute Rate Plan**

## Initial Period and Additional Minutes Rates – Residence

Day		Evening		Night & Weekend	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.14	\$0.14	\$0.07	\$0.07	\$0.07	\$0.07

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**4. Toll Service Regulations (cont'd)****PRICE LIST (Cont'd)****C. Operator Service Usage Rates****Initial Period and Additional Minutes Rates**

Day		Evening		Night & Weekend	
Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
\$0.45	\$0.45	\$0.45	\$0.45	\$0.45	\$0.45

**D. Operator Assisted Call Surcharges****General**

When a customer requests that a call be handled in such a manner that operator assistance in completion of the call is necessary, such as alternate billing, person-to-person service, or requests other special handling of the call, appropriate Operator Assisted Call Surcharges apply as follows.

The Operator Assisted Call Surcharge applies in addition to the Assisted Call Usage as specified in Section 4.9.

**Rates and Charges**

	Per Call Charge
Automated Calling Card Station-to-Station	\$0.95
Customer Dialed - Operator Assisted - Calling Card Station-to-Station	\$1.95
Operator Handled - Station-to-Station	\$1.75
Operator Handled - Person-to-Person	\$3.75
Operator Handled - Third Number Billed	\$2.25

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Company: Touchtone Communications Inc., or TCL, issuer of this rate sheet

Constructive Order: Delivery of calls to or acceptance of calls from the Company's End User locations over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection by a Company's End User of the Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

Customer: The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with the Company's rate sheet regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

8XX Data Base Access Service: The term "8XX Data Base Access Service" denotes a toll-free originating Trunkside Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by an Exchange Carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Inter-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within one MTA and terminating to the Company's end-user subscribers in another MTA.

Intra-MTA Traffic - Wireless traffic originating on the network of a CMRS provider within a MTA and terminating to the Company's end-user subscribers in the same MTA.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB) : The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective rate sheet.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

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**SECTION 1 - DEFINITIONS, (Cont'd.)**

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

Optional Expanded Area Service Traffic (OEAS): Optional service found in large urban areas financed by separate charge on end users that elect service as defined by a tariff approved by the Commission.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's Primary Interexchange Carrier (PIC).

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

TCI's services offered pursuant to this Rate Sheet are furnished for Switched Access Service. Touchtone may offer these services over its own or resold facilities.

Touchtone installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Rate Sheet. Touchtone may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Touchtone network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

The Company's Tariff is in concurrence with all applicable State and Federal Laws, and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provisions of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer within 30 days after approving an application for service. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1 The Customer shall be responsible for (cont'd.):**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may need to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.4 Customer Equipment and Channels (Cont'd.)**

**2.4.4 Inspections**

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

**2.5 Payment Arrangements**

**2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

**A. Taxes**

The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Access Services. All such taxes shall be separately designated on the Company's invoices.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.5 Payment Arrangements (Cont'd.)****2.5.3 Refusal and Discontinuance of Service (cont'd.)****F. (cont'd)**

3. Upon ten (10) days' written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.3.A, above; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this rate sheet if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

**2.5.4 Cancellation of Application for Service**

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

The special charges described will be calculated and applied on a case-by-case basis.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.6 Allowances for Interruptions in Service**

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this rate sheet by, the Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

The credit allowance will be calculated by the Company after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service Outage conditions are defined as complete loss of call origination and/or receipt capability. Credit Allowances, if any, will be deducted from the charges payable by the IXC and will be expressly indicated on the next invoice. A Service Outage begins when the IXC reports the outage to the Company.

A Service Outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages (i) caused by the IXC; (ii) due to failure of equipment provided by the IXC; (iii) during any period in which the Company is not given access to the service premises; (iv) failures of LEC facilities or equipment which are carrying the failures resulting from the activities or negligence of LEC employees; (v) inability to gain access to the IXC's equipment; and (vii) due to mutually agreed upon maintenance and repair.

Credit Allowances received by the Company from the LEC for Off-Net facility outages which affects the IXC's Switched Services will be passed through to the IXC in the form of a credit on the next invoice.

Interruptions of 24 hours or more, are reported to or detected by the Company, and which are not due to negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less than 24 hours. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance for up to 48 hours is applied on a pro rata basis against the monthly recurring charges. A credit of at least one third of a month will be made for interruptions of 48 to 72 hours, and a credit of at least two-thirds of a month will be made for interruptions of 72 to 96 hours, with a full month credit for interruptions in excess of 96 hours. Only those facilities on the interrupted portion of circuit will receive a credit.

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

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**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.9 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

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### SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE

#### 3.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this rate sheet. These charges are in addition to other applicable charges set forth in other sections of this rate sheet.

##### 3.1.1 Ordering Conditions

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

##### 3.1.2 Minimum Period of Service

The minimum period for which Access Service is provided and for which charges are applicable is one month.

- A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:
  - 1. A change in the identity of the Customer of record; or
  - 2. A move by the Customer to a different building.
- B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

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**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)****3.2 Miscellaneous Charges**

Customer Requested Due Date Change <sup>1</sup>	\$50, per order
Customer Requested Expedite	\$250, per location, per order
Cancellation (after 3 business days from order placement)	Full NRCs + \$250, per order
Design Change, DS0/DS1	\$150, per circuit
Design Change, DS3 and higher	\$300, per circuit

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<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

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**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.2 Rate Categories, (Cont'd.)**

- 5.2.3 The Local Transport rate category provides the transmission facilities between the Customer premises and the end office switch(es) where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer's premises to the end switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

**Transmission Paths**

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

**Interconnection**

Interconnection of non-Company switched access transport facilities is available between end office and a Customer point of presence where such facilities are provided.

5.2.4 Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

5.2.5 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

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Issued:

Effective:

Gary Glodek, Director, Retail Operations  
16 South Jefferson Road  
Whippany, New Jersey 07981

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

## 5.4 Rates and Charges -

These are rates for both AT&amp;T Ohio and Verizon service territories

## 5.4.1 Local Switching

	<u>Per Minute</u>
A) Originating	0.005820
B) Terminating	0.005820

## 5.4.2 Local Transport

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
(A) <u>Entrance Facility</u>		
(1) Per DSI		\$227.00
(B) Direct Transport		
(1) Dedicated Transport		
(A) Termination		
First	\$310.00	
Each Add'l	\$250.00	
(B) Facility		
Per Mile	\$25.00	
Tandem Port	\$133.80	
Trunk Port	\$120.25	
(C) <u>Common Transport</u>		
(1) Trunk Charges		
First	\$115.00	
Each Add'l	\$40.00	
(2) Tandem Switched Transport		
	<u>Per Access Minute</u>	
Termination	\$0.000244	
Facility (per mile)	\$0.000044	
Multiplexing	\$0.000042	

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SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)

5.4 Rates and Charges, (Cont'd.)

5.4.3 Toll-Free 8XX Data Base Query

Per Query

SBC Area                      0.0022940

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16 South Jefferson Road  
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## Sample Bill

**Customer:** [Insert Customer's Name]

**Address:** [Insert Address]

**Account No.:** [Insert account number or phone number]

Billing Date	Billing Period	Date Due

### TOUCHTONE COMMUNICATIONS INC.

16 South Jefferson Road

Whippany, New Jersey 07981

FOR BILLING INQUIRIES: 1-XXX-XXX-XXXX

FOR SERVICE INQUIRIES: 1-XXX-XXX-XXXX

[www.touchtone.net](http://www.touchtone.net)

Description	Rate	Quantity	Amount
Current Month's Charges			
Credits applied to account:			
Unpaid charges from previous bill:			
Late payments:			
Charges for regulated competitive service:			
Charges for local extended area service calls, including any usage-sensitive charges:			
Non-Recurring, fractional or nonbasic service charges:			
Charges for nonregulated services or products:			
Taxes and surcharges: [include summary]			
9-1-1 charges:			
An itemization of local and/or toll charges is attached.			
Total Due	\$		

Please remit this bill via U.S. Mail to the address listed on this invoice.

If your complaint is not resolved after you have called Touchtone Communications Inc., or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit [www.puco.ohio.gov](http://www.puco.ohio.gov).

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit [www.pickocc.org](http://www.pickocc.org).

## ITEMIZATION OF CHARGES

Itemization of local service charges:

- Monthly rate for local flat-rate service (or usage rate or base rate) –

Itemization of toll service charges:

Date and time of placement	Destination (City, State)	Telephone Number Called	Total Charge per call (e.g., day, night / weekend, calling card)	Duration of Call	Total Toll Charges

Please note: Nonpayment of toll charges may result in the disconnection of toll service and may be subject to collection actions but will not result in the disconnection of local service.

## **RESIDENTIAL DISCONNECTION NOTICE**

Touchtone Communications Inc.

July 26, 2007

Customer Name

Account Number: xxxxxxxx

Address 1

Amount Past Due: \$xxxx.xx

Address 2

City, State, Zip

This will serve as notice that Touchtone Communications Inc. intends to disconnect your [insert either local or long distance or local and long distance] telephone service. Touchtone Communications Inc. has decided to take this action, because it has not received payment for services since [insert date]. The total amount past due is [insert amount]. Failure to pay the amount required at the company's office or to one of its authorized agents by [insert date] may result in the disconnection of local or toll services. An additional charge for reconnection may apply if your service is disconnected. Payments to an unauthorized payment agent may result in the untimely or improper crediting of your account.

The reasons for disconnection of service are [insert reasons]. In order to avoid the disconnection, the subscriber must take the following action [insert action taken and amount of payment to be made which is not greater than past due balance, not including nonregulated services]. The earliest date when disconnection will occur is [insert date].

Please note that the total amount due to avoid disconnection of local service is [insert figure]. The total amount due for toll charges is [insert figure]. Nonpayment of toll charges may result in the disconnection of toll service but not in the disconnection of local service. [If applicable – The total amount due for nonregulated charges is [insert figure]. However, nonpayment of nonregulated charges cannot result in the disconnection of local service or regulated toll service.]

If you wish to contact Touchtone Communications Inc. to discuss your account, please call or send all correspondence to:

Gary Glodek, Director, Retail Operations

Touchtone Communications Inc.

16 South Jefferson Road

Whippany, New Jersey 07981

Phone: (973) 739-9300

Hours: 8:00 a.m. to 5:00 p.m. EST

If your complaint is not resolved after you have called Touchtone Communications Inc., or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit [www.puco.ohio.gov](http://www.puco.ohio.gov).

The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit [www.pickocc.org](http://www.pickocc.org).

## NON-RESIDENTIAL DISCONNECTION NOTICE

Touchtone Communications Inc.

July 26, 2007

Customer Name Account Number: xxxxxxxx

Address 1 Amount Past Due: \$xxxx.xx

Address 2

City, State, Zip

This will serve as notice that Touchtone Communications Inc. intends to disconnect your [insert either local or long distance or local and long distance] telephone service. Touchtone Communications Inc. has decided to take this action, because it has not received payment for services since [insert date]. The total amount past due is [insert amount]. Failure to pay the amount required at the company's office or to one of its authorized agents by [insert date] may result in the disconnection of local or toll services. An additional charge for reconnection may apply if your service is disconnected. Payments to an unauthorized payment agent may result in the untimely or improper crediting of your account.

The reasons for disconnection of service are [insert reasons]. In order to avoid the disconnection, the subscriber must take the following action [insert action taken and amount of payment to be made which is not greater than past due balance, not including nonregulated services]. The earliest date when disconnection will occur is [insert date].

Please note that the total amount due to avoid disconnection of local service is [insert figure]. The total amount due for toll charges is [insert figure]. Nonpayment of toll charges may result in the disconnection of toll service but not in the disconnection of local service. [If applicable – The total amount due for nonregulated charges is [insert figure]. However, nonpayment of nonregulated charges cannot result in the disconnection of local service or regulated toll service.]

If you wish to contact Touchtone Communications Inc. to discuss your account, please call or send all correspondence to:

Gary Glodek, Director, Retail Operations

Touchtone Communications Inc.

16 South Jefferson Road

Whippany, New Jersey 07981

Phone: (973) 739-9300

Hours: 8:00 a.m. to 5:00 p.m. EST

If your complaint is not resolved after you have called Touchtone Communications Inc., or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TDD/TTY toll free at 1-800-686-1570, from 8:00 a.m. to 5:30 p.m. weekdays, or visit [www.puco.ohio.gov](http://www.puco.ohio.gov).

You may also be charged a deposit prior to restoration of service, which is *[two-twelfths of the reasonably estimated charge for the following twelve months of service]*.

**Touchtone Communications Inc.**  
**16 South Jefferson Road**  
**Whippany, New Jersey 07981**  
**Letter of Agency & Service Agreement**

For each of the telephone numbers listed herein, I appoint **Touchtone Communications Inc.**, to act as my agent in order to effectuate the collection of account information and/or carry out the changes authorized herein on my behalf. I understand that I may select a separate IntraLATA toll carrier and InterLATA carrier for any one telephone number.

I hereby authorize the change of my communications company(s) from that/those, which I am currently using, to **Touchtone Communications Inc.** for each of the service types I have designated below.

I understand that by signing this letter of agency my signature shall unblock my carrier of choice service protection to make the change in long distance service possible. I also understand that I may incur a fee to switch my telephone service to **Touchtone Communications Inc.** I further understand that I may designate only one carrier per service for any one telephone number, and therefore revoke any previous appointments or selections concerning that telephone numbers listed below.

Please designate the telecommunications services for the telephone numbers listed below by marking the appropriate boxes:

INTERLATA / INTERSTATE / INTERNATIONAL ☐  
INTRALATA ☐

**Local Exchange Services Only**

I authorize disclosure to **Touchtone Communications Inc.** of my account information, including my account billing name, billing address, directory listing, service address, and my customer proprietary network information, including service and feature subscription, long distance carrier identity, and pending service order activity. Please designate the telecommunications services for the telephone numbers listed below by marking the appropriate boxes:

LOCAL EXCHANGE SERVICES ☐

<b>This agreement will remain in effect until revoked in writing by the customer or Touchtone Communications Inc.</b>
---

I select **Touchtone Communications Inc.** to provide the communications service types indicated for each of the telephone numbers listed herein. (List all telephone numbers, including any toll-free numbers)


Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Your signature acknowledges that you understand and accept the terms and conditions of this L.O.A. and that YOU ARE DULY AUTHORIZED TO MAKE THE CHANGES(S) INDICATED BY EXECUTING THIS L.O.A

	Customer Acceptance	Touchtone Communications Inc.
Signature		
Printed Name		
Title		
Date		

**Lance J.M. Steinhart, P.C.**

Attorney At Law  
1720 Windward Concourse  
Suite 115  
Alpharetta, Georgia 30005

Also Admitted in New York  
and Maryland

Telephone: (770) 232-9200  
Facsimile: (770) 232-9208  
Email: lsteinhart@telecomcounsel.com

August 2, 2007

**VIA FACSIMILE & FIRST CLASS MAIL**

Director – Contract Management  
Attn: Karla Minnick  
SBC Telecommunications, Inc.  
4 Bell Plaza, 311 S. Akard, 9th Floor  
Dallas, Texas 75202  
facsimile: (800) 404-4548  
telephone: (214) 464-8722

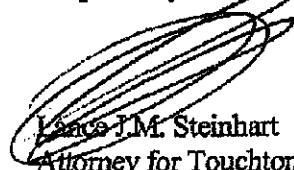
Re: Touchtone Communications Inc. – Adoption of Interconnection Agreement

Dear Sir/Madam:

On behalf of Touchtone Communications Inc. , and pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, I hereby request adoption of an interconnection agreement between AT&T and SBC Telecommunications, Inc., be commenced for the State of Ohio. TCI's contact information may be found on the following page.

Please forward any correspondence to Lance J.M. Steinhart, Regulatory Counsel, (770) 232-9200 or email (lsteinhart@telecomcounsel.com). If you have any questions or if I may provide you with additional information, please do not hesitate to contact our office.

Respectfully submitted,



Lance J.M. Steinhart  
Attorney for Touchtone Communications Inc.

cc: Marcello Anzalone

**Touchtone Communications Inc.**  
**Carrier Contact Information**

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Company Legal Name: Touchtone Communications Inc.  
Address: 16 South Jefferson Road  
Whippany, New Jersey 07981

Contact Name & Title: Giuseppe Bio, President  
Telephone: (973) 739-9300  
Facsimile: (973) 739-9366  
Email: gcglodek@touchtone.net

State of Incorporation: Delaware

Request Signature Ready Agreement: YES  
If so, which ISP option? All ISP-Bound and Section 251(b)(5) Traffic