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February 26, 2009

**VIA ELECTRONIC FILING**

Ms. Reneé Jenkins  
Administration/Docketing  
Public Utilities Commission of Ohio  
180 East Broad Street, 13<sup>th</sup> Floor  
Columbus, OH 43215

**Re: American Broadband and Telecommunications Company**  
**Case No. 09-40-TP-ATA**  
**TRF No. 90-9252-TP-TRF**

Dear Ms. Jenkins:

On January 20, 2009, American Broadband and Telecommunications Company ("American") filed an application to detariff certain Tier 2 services. At the direction of Staff, American submits for filing updated tariff pages.

If you have any questions, please give me a call.

Sincerely,

Thomas J. O'Brien

Enclosure

cc: Ambrosia Logsdon (w/Enclosure)

TITLE SHEET

EXCHANGE SERVICES TARIFF

03-1196-TP-ACE

Descriptions, Regulations, Rates and Charges applicable to services furnished by American Broadband and Telecommunications Company ("American Broadband" or "Company"), including dedicated line and message services and switched exchange services for locations served to and from points in the State of Ohio.

A copy of American Broadband complete service offerings  
along with the applicable terms and conditions can be found at  
[www.ambt.net](http://www.ambt.net)

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Issued: January 20, 2009

Effective: February 20, 2009

Filed under authority in Case No. 09-40-TP-ATA.

Issued by: Jeffrey S. Ansted, President  
American Broadband and Telecommunications Company  
104 North Summit Street, Floor 3, Toledo, Ohio 43604

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular business Customer. These contracts may or may not be associated with volume and/or term discounts.
- I. All contracts shall be filed with the Commission for approval.

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2. RULES AND REGULATIONS (cont'd)2.1 Undertaking of the Company (cont'd)2.1.4 Limitations on Liability (cont'd)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- 1) Any act or omission of: (A. the Customer, (B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (C. common carriers or warehousemen, except as contracted by the Company;
  - 2) Any unlawful or unauthorized use of the Company's facilities and services;
  - 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
- E. In compliance with the MTSS, the Company's liability for any service or performance failure caused by civil commotion, strike, lockout, work stoppage or other labor difficulty; or any terrorist activity or other criminal acts; shall be governed by the Commission's rules and regulations.

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2. RULES AND REGULATIONS (cont'd)2.1 Undertaking of the Company (cont'd)2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer 30-days notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the 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.
- B. 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.
- C. 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 equipment is provided.

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2. RULES AND REGULATIONS (cont'd)2.5 Customer Deposits and Advance Payments2.5.1 Advance Payments

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

2.5.2 Deposits

- A. All deposits will be handled in accordance with the MTSS. 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. (T)
- B. The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.
- C. A deposit may be required in addition to an advance payment
- D. 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 may, at its option, return the deposit or credit it to the Customer's account.
- E. Deposits held will accrue interest at a rate specified by the PUCO in the MTSS, and will be refunded to the customer after twelve consecutive month of payment. (T)

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2. RULES AND REGULATIONS (cont'd)2.6 Payment Arrangements (cont'd)2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company. Customer bills will be rendered monthly and will comply with the requirements set forth in the MTSS.

- A. Non-recurring charges are due and payable within three (3) months after the date the invoice is mailed to the Customer by the Company. Customer, at its discretion, may spread out over three (3) months payments for local service installation charges.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges (cont'd)

- H. Any denial or disconnection of local or toll service by the Company shall comply with all of the Commission requirements as set forth in the MTSS.



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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.5 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.6 Bad Check Charge

A charge will be assessed for all checks returned by drawee bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Bad check charges are listed in the Price List Section 9.1.8. The current charge is \$35.00.

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2.6.7 Credit Worthiness

Service applicants may be required to establish credit worthiness in accordance with the provisions of the MTSS.

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3. EXCHANGE SERVICE (cont'd)3.7 Installation Charge

An Installation Charge applies to arranging line(s) to provide service between the central office and the customer's premises. The maximum charge for business customers shall be \$120.00.

3.8 Primary' Interexchange Carrier Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

Presubscription Change (all switched network Access channels)

- Manual charge \$ 5.50
- Electronic Charge \$ 1.25

If a subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change

3.9 Remote Call Forwarding Service

RCF is a service feature whereby all calls placed to an RCF customer's telephone number (the call forwarding location) are automatically forwarded by Company central office equipment to a designated terminating station of such RCF customer which is located in an exchange area of the Company or another telephone company, RCF is subject to the following regulations:

- 1) RCF service will be provided on any exchange service which can be direct inward dialed except semi-public and public telephone service;
- 2) The service is offered from central offices where the Company has arranged the facilities for RCF and is furnished subject to the availability of facilities;
- 3) One primary directory listing, as appropriate, will be provided without charge for the exchange in which the RCF central office is located;
- 4) Since the grade of transmission on calls which are remotely forwarded may vary, depending upon the location of the calling party in relation to the terminating station, the Company cannot guarantee transmission on forwarded calls;

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4. SUPPLEMENTAL SERVICES (cont'd)4.8 Customer Requested Service Suspensions

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without charge. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

The Company will assess a lower monthly rate of per month with a one time set up fee for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
Set up Fee	\$17.95
First Month or Partial Month	Regular Monthly Rate (no reduction)
Each Additional Month (up to the one year limit)	\$14.95

7. SPECIAL ARRANGEMENTS (cont'd)7.1 Special Construction (cont'd)

## 7.1.3 Termination of Liability for Business Customers

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a business Customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a) Equipment and materials provided or used;
    - b) Engineering, labor and supervision;
    - c) Transportation; and
    - d) Rights of way and/or any required easements.
  - 2) License preparation, processing and related fees;
  - 3) Tariff preparation, processing and related fees;
  - 4) Cost of removal and restoration, where appropriate; and
  - 5) Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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

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7. SPECIAL ARRANGEMENTS (cont'd)

7.2 Non-Routine Installation and/or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply. In all instances, Customer will receive a cost estimate before any work begins.

7.3 Individual Case Basis (ICB) Arrangements

For special situations, subject to Commission review, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the customers. All contracts shall be filed with the Commission.

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9. RATES AND CHARGES9.1 Non-recurring Charges

## 9.1.1 Service Order Charge

Installation Charge (Business Customers) - per line/trunk	\$50.00
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9.1.2 Restoral Charge	\$35.00
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9.1.3 Moves, Adds and Changes Charge	\$35.00
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9.1.4 Premises Visit Charge (Hourly Charge)	\$40.00
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9.1.5 Installation Charge	\$35.00
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## 9.1.6 Primary Interexchange Carrier Change (PICC) Charge

- Manual charge \$ 5.50
- Electronic Charge \$ 1.25

If a subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change

9.1.7 Remote Call Forwarding	\$16.61
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9.1.8 Bad Check Charge	\$35.00
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**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**2/26/2009 4:07:19 PM**

**in**

**Case No(s). 09-0040-TP-ATA**

Summary: Tariff Amended tariff pages to American Broadband and Telecommunications Company's Application to Detariff Certain Tier 2 Services electronically filed by Teresa Orahod on behalf of American Broadband and Telecommunications Company