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March 30, 2009
Via E-file

Ms. Renee Jenkins, Commission Secretary
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215

RE: **BullsEye Telecom, Inc.**
Revision to Ohio Tariff No. 2 (Access)
Case No. 09-123-TP-ATA

Dear Ms. Jenkins:

Attached are the final tariff pages for the revision to P.U.C.O. Tariff No. 2 (Access) filed on behalf of BullsEye Telecom, Inc. on February 18, 2009 in Case No. 09-123-TP-ATA. This tariff revision carries an effective date of March 21, 2009.

The following final tariff pages are included with this filing:

4 th Revised Page 3	Updates Check Sheet
2 nd Revised Page 8	Text change to Customer definition
1 st Revised Page 14	Removes Text
1 st Revised Page 16	Adds Early Termination Liability Language
1 st Revised Page 17	Clarifies Advanced Payment and Deposit Credit Worthiness
2 nd Revised Page 19	Removes Attorney's Fees
1 st Revised Page 26	Adds Average for PIU Default
2 nd Revised Page 28	Removes Text
1 st Revised Page 37	Deletes Administrative Charge

Questions regarding this filing may be directed to me at (407) 740-3005 or via email at mbyrnes@tminc.com.

Sincerely,

Monique Byrnes
Consultant to BullsEye Telecom, Inc.

MB/sp

Attachments

Cc: P. West - BullsEye
file: BullsEye – OH - Access
tms: OHa0902a

CHECK SHEET

The title page and pages 1-50 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

PAGE	REVISION		PAGE	REVISION
1	Original		32	Original
2	Original		33	Original
3	5 th Rev.	*	34	Original
4	Original		35	Original
5	Original		36	Original
6	Original		37	1 st Rev. *
7	1 st Rev.		38	Original
8	2 nd Rev.	*	39	Original
9	Original		40	Original
10	Original		41	Original
11	Original		42	1 st Rev.
12	Original		42.1	Original
13	Original		43	Original
14	1 st Rev.	*	44	Original
15	Original		45	Original
16	1 st Rev.	*	46	Original
17	1 st Rev.	*	47	1 st Rev.
18	First		48	1 st Rev.
19	2 nd Rev.	*	48.1	Original
20	Original		49	1 st Rev.
21	Original		49.1	Original
22	Original		49.2	Original
23	Original		49.3	Original
24	Original		49.4	Original
25	First		49.5	Original
26	1 st Rev.	*	49.6	Original
27	Original		49.7	Original
28	2 nd Rev.	*	49.8	Original
29	1 st Rev.		49.10	Original
30	Original		49.11	Original
31	1 st Rev.		50	2 nd Rev.

* - indicates those pages included with this filing

1. Definition of Terms (cont'd.)**Customer**

The person, firm, corporation or other entity which orders service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. The Customer may be an interexchange carrier, wireless provider or any other common carrier authorized to provide service in the state.

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Customer Premises/Customer's Premises

Customer Point of Presence (POP) where service is originated/terminated.

Due Date

The Due Date is the date on which payment is due.

End Office

The wire center from which the end user normally obtains dial tone from the company.

End User

A person or entity that subscribes to any BullsEye Telecom Exchange Access Service offered under the Company's Tariff P.U.C.O. No. 1, and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Expedite

A Service Order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard service interval.

FCC

Federal Communications Commission.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

LATA (Local Access Transport Area)

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.

2. Rules and Regulations (cont'd.)**2.4 Other Terms and Conditions**

2.4.1 The remedies set forth herein in favor of Company shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.4.2 This tariff shall be interpreted and governed by the laws of the State of Ohio.

2.5 Liability

2.5.1 Except as otherwise expressly provided in this Section 2.5, with respect to any claim or suit, by a Customer or by any other, for damages arising out of the Company's furnishing of services, including but not limited to mistakes, omissions, interruptions, delays or errors or other defects, representations, or use of these services or arising out of the failure to furnish the service whether caused by acts or omissions shall be limited to the extension of allowances for interruption as set forth in section 2.9 following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to the Customer as a result of any Company service, equipment or facilities, or any acts or omissions or negligence of the Company's employees or agents.

2.5.2 Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart B, Appendix A, of the FCC's Rules and Regulations. (T)

2.5.3 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

2. Rules and Regulations (cont'd.)**2.5 Liability (cont'd)****2.5.8 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 for:

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- (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; or
- (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.

- 2.5.9 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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(N)**2.6 Use of Service**

- 2.6.1 The Services offered herein may be used for any lawful purpose. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulation.
- 2.6.2 Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

2. Rules and Regulations (cont'd.)**2.7 Customer Deposits and Advance Payments****2.7.1 Advance Payments**

The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make an advance payment prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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2.7.2 Deposits

(A.) The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.

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(1) For a Customer that has over six months service, and a deposit is requested, the estimated charges for customers shall be based on the average monthly billing of the past six months to that Customer.

(2) In the case of an applicant for service or present customer who does not have six (6) months of service with the Company, the Company may use the average monthly bill for that type of service to determine the correct amount for that deposit.

(B.) A deposit may be required in addition to an advance payment.

(C.) 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. Before the service or facility is discontinued, the Company may, as its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.

2. Rules and Regulations (cont'd.)**2.7 Customer Deposits and Advance Payments (cont'd.)****2.7.3 Billing and Collection of Charges (cont'd.)**

(F.) If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:

- (1) a rate of 1.5 percent per month; or
- (2) the highest interest rate which may be applied under state law for commercial transactions.

(G.) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

(H.) Customers have up to ninety (90) days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits.

(I.) When service has been disconnected for nonpayment and payment has not been received or satisfactory payment arrangements have not been made for a period of ten (10) calendar days the Company may consider the service terminated and the equipment owned by the Company may be removed. Reconnection may be considered as a new installation as provided in the Company tariffs. If the Customer defaults on payment after the Company has issued proper notification, the Company will not permit End Users to identify the Customer as the primary interexchange carrier (PIC).

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. (T)

2.8 Cancellation for Cause by the Company

2.8.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving prior written notice to the Customer, discontinue or suspend service without incurring any liability. Service shall not be disconnected until at least five (5) days after delivery of notice or eight days after the postmark date on a mailed notice.

2. Rules and Regulations (cont'd.)**2.12 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service****2.12.1 Jurisdictional Reports**

- (A.) For Feature Group D Switched Access Service, the Company, where jurisdiction can be determined from the call detail, will determine the interstate percentage as follows. For originating access minutes, the interstate percentage will be developed on a quarterly basis by end office trunk group dividing the measured interstate originating access minutes (the access minutes where the calling number is in one state and the called number is in another state) by the total originating access minutes. For terminating access minutes, there are three options. (1) Customer may provide Company with a projected PIU factor, (2) The PIU for originating access may be used, or (3) Company may use a default PIU which will be the average of actual prior 3 month usage.

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When a Customer orders Feature Group D Switched Access Service, the Customer shall supply a projected interstate percentage of use for each end office trunk group involved. This percentage shall be used by the Company as the projected interstate percentage for such call detail.

- (B.) These whole number percentages will be used by the Company to apportion the use, rates, and/or nonrecurring charges between interstate and intrastate until a revised report is received.
- (C.) The projected interstate percentage of use will be used to determine the charges as follows:

The number of access minutes for a trunk group will be multiplied by the projected interstate percentage of use to determine the interstate access minutes (i.e., number of access minutes x projected interstate percentage of use = interstate access minutes). The number of interstate access minutes so determined will be subtracted from the total number of access minutes (i.e., number of access minutes – interstate access minutes = intrastate access minutes). The intrastate access minutes for the group will be billed as set forth in Section 3 following.

2. Rules and Regulations (cont'd.)**2.12 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Transport Service (cont'd.)**

2.12.2 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows.

- (a.) If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations.
- (b.) If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate tariff.
- (c.) If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle.

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2.13 Special Customer Arrangements

2.13.1 In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

3. Description of Services (cont'd.)**3.1 Access Services (cont'd.)****3.1.1 Access Service Request (cont'd.)****3.1.1.5 Nonrecurring Charges (cont'd.)****(2) Installation Charge**

Nonrecurring charges apply to each Switched Access Service installed. For Switched Services ordered on a per trunk basis, the charge is applied per trunk or out of band signaling connection. For Switched Services ordered on a busy hour minutes of capacity basis, the charge is also applied on a per trunk basis but the charge applies only when the capacity ordered requires the installation of an additional trunk(s). In addition, nonrecurring charges apply when an out of band signaling connection is installed for use with FGD.

(T)**(3) Service Rearrangement Charge**

Service Rearrangement Charges apply to moves that change the physical location of the point of termination are described below.

(a.) Moves within the same building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

(4) Record Change Charge

Any changes to the account record, billing or otherwise, that has no engineering or operational effect on the customer account.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/30/2009 12:07:58 PM

in

Case No(s). 09-0123-TP-ATA

Summary: Tariff filing to submit final tariff pages for the revision to P.U.C.O. Tariff No. 2 (Access), electronically filed by Ms. Suzanne Pagana on behalf of BullsEye Telecom, Inc.