

July 20, 2011 *Via Efiling* 

Renée Jenkins, Secretary of Commission Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43266-0573

RE: Spectrotel, Inc. d/b/a One Touch Communications d/b/a Touch Base Communications Case No. 11-4222-TP-ATA

Dear Ms. Jenkins:

Enclosed please find the amended access tariff pages submitted on behalf of Spectrotel, Inc. d/b/a OneTouch Communications d/b/a Touch Base Communications. The amended tariff pages reflect the changes requested by Staff.

Questions regarding this filing may be directed to (407) 740-3031 or via e-mail at sthomas@tminc.com.

Thank you for your assistance.

Sincerely,

/s/Sharon Thomas

Sharon Thomas
Consultant to Spectrotel, Inc.

ST/im

Enclosures

Copy: R. Artale, Spectrotel

File: Spectrotel, Inc. OH Access

TMS: OHL1102a

# SPECTROTEL, INC. d/b/a OneTouch Communications d/b/aTouch Base Communications

## **CARRIER-TO-CARRIER TARIFF**

#### **SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 101XXXX or 950-XXXX.

**Access Line** - An arrangement which connects the Customer's local exchange line to a Company designated switching center or point of presence.

**Access Minutes** - The increment for measuring usage of exchange facilities for the purpose of calculating chargeable usage.

**Access Service Request (ASR)** - The service order form used by access service Customers and the Company to the process of establishing, moving or rearranging access services provided by the Company.

**Access Tandem** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between End Offices and the Customer's Premises or Point of Presence.

**Answer Supervision** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to a carrier's Point of Presence or customer's terminal equipment as an indication that the called party has answered or disconnected.

**Automatic Number Identification (ANI)** - The automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

**Bit** - The smallest unit of information in a binary system of notation.

**Bps** - Bits per second. The number of bits transmitted in a one second interval.

**Call** - A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Serving Wire Center, End Office or Access Tandem Switch.

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3535 State Highway, Suite 7 Neptune, New Jersey 07753

# SPECTROTEL, INC. d/b/a OneTouch Communications d/b/aTouch Base Communications

## **CARRIER-TO-CARRIER TARIFF**

## **SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)**

**Dual Tone Multifrequency (DTMF)** - Tone signaling, also known as touch tone signaling.

**End Office** - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

**End Office Switch** - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

**End User** - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the End User is the customer of an Interexchange Carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to provide the End User with access to the IC's communication and switching systems.

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# **SPECTROTEL, INC.**d/b/a OneTouch Communications d/b/aTouch Base Communications

## **CARRIER-TO-CARRIER TARIFF**

## **SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)**

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

**On-Hook** - The idle condition of Switched Access service or a telephone exchange line.

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

**PIC Authorization** - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

**PIC** - Primary Interexchange Carrier.

**Point of Presence or POP** - The physical location associated with an Interexchange Carrier's communication and switching systems.

**Point of Termination** - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises** - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

**Presubscription** - An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

**Primary Interexchange Carrier** - The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

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### **CARRIER-TO-CARRIER TARIFF**

# **SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)**

Query - The inquiry to a Company data base to obtain information, processing instructions or service data.

**Recurring Charge** - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

**Remote Switching Modules or Remote Switching Systems (RSM/RSS)** - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

**Service Order** - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order services offered under this tariff.

**Serving Wire Center Switch** - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer is connected via station loops or trunks to a Serving Wire Center Switch.

Station - Refers to telephone equipment or an exchange access line from or to which calls are placed.

**Switched Access** - Where originating or terminating access between an end user and an interexchange carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

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## **CARRIER-TO-CARRIER TARIFF**

## **SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

# 2.10 Billing and Payment For Service (Continued)

## 2.10.5 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

## 2.10.6 Returned Check Charge

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a 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.

## 2.11 Taxes, Surcharges and Fees

- 2.11.1 All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.
- **2.11.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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# SPECTROTEL, INC. d/b/a OneTouch Communications d/b/aTouch Base Communications

## **CARRIER-TO-CARRIER TARIFF**

## **SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

## 2.15 Restoration of Service

- **2.15.1** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- **2.15.2** A restoration fee of \$25.00, or the actual costs incurred by the Company, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- **2.15.3** Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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# SPECTROTEL, INC.

d/b/a OneTouch Communications d/b/aTouch Base Communications

## **CARRIER-TO-CARRIER TARIFF**

## **SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

## 3.5 Special Construction or Special Service Arrangements

**3.5.1** Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company facilities or development of special service arrangements may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Such construction or arrangements will be provided pursuant to regulations contained in Section 4 of this tariff.

## 3.6 Obligations of the Company

**3.6.1** With regard to access services provided by the Company, specific Company responsibilities include, but are not limited to the following:

## A. Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with minimal delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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Note 1

# SPECTROTEL, INC.

d/b/a OneTouch Communications d/b/aTouch Base Communications

## **CARRIER-TO-CARRIER TARIFF**

## **SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

# 3.9 Rates and Charges

Rates	Rates and Charges		
3.9.1	Carrier Common Line Access	Note 1	
3.9.2	Switched Transport		
	- Tandem Switched Termination	Note 1	
	- Tandem Switched Transport Facility	Note 1	
	- Tandem Switching	Note 1	
	- Common Multiplexing	Note 1	
3.9.3	End Office Switching		
	Local Switching (per access minute)	Note 1	
	Common Trunk Port (per access minute)	Note 1	
3.9.4	Toll-Free 8XX Data Base Query	Note 1	
3.9.5	Host Remote		
	- Host Remote Termination	Note 1	

Note 1: The Company's rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21.

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Host Remote Facility

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## **CARRIER-TO-CARRIER TARIFF**

## SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

# **4.1** Special Contract Arrangements

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

Each contract will be in writing and will be filed with the P.U.C.O. for approval.

## **4.2** Special Service Arrangements

- **4.2.1** If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.
- **4.2.2** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.
- **4.2.3** If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.
- 4.2.4 Special Service Arrangements will be provided pursuant to written contract, which will be filed with the P.U.C.O. for approval.

## **4.3** Non-Routine Installation Charges

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or 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 or night hours, additional charges may apply.

Any non-routine installation charges will be charged pursuant to a written contract, which will be filed with the P.U.C.O. for approval.

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## **CARRIER-TO-CARRIER TARIFF**

# SECTION 4 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D)

# **4.4** Special Construction Charges

#### 4.4.1 General

- **A.** Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
  - (1) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  - of a type other than that which the Company would normally utilize in the furnishing of its services;
  - (3) over a route other than that which the Company would normally utilize in the furnishing of its services;
  - in a quantity greater than that which the Company would normally construct;
  - (5) on an expedited basis;
  - (6) on a temporary basis until permanent facilities are available;
  - (7) involving abnormal costs;
  - (8) in advance of its normal construction; or
  - (9) when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- **B.** Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company. Such rates and charges will be included in a written contract, which will be filed with the P.U.C.O. for approval.

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Summary: Amended Application electronically filed by Ms. Iris D. Mennens on behalf of Spectrotel, Inc. d/b/a One Touch Communications d/b/a Touch Base Communications