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December 13, 2004

Via Overnight Delivery

Leon L. Nowalsky

Edward P. Gothard

Benjamin W. Bronston

Rene Jenkins, Chief **Docketing Division** Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215-3793

RE:

ADVANCED TEL, INC. D/B/A ATI

Case No. 04-1735-TP-ACE; 90-6213-CT-TRF

Dear Ms. Jenkins:

Enclosed please find an original and ten (10) copies of the tariff revision responding to Staff's inquiry of November 23, 2004submitted by Advanced Tel, Inc. d/b/a ATI. The revision is set forth as follows:

- 1) Page 12, Section 2.6- Revised to reflect restoration charge;
- 2) Page 16, Section 2.7.5.2- Added maximum rate;
- 3) Pricelist A, Page 1 - Text changed to define options for contract terms.

An additional copy of this letter has been enclosed to be date stamped and returned in the envelope provided as evidence of the filing.

Should you have any questions, please do not hesitate to call.

Bushy begght Becky Heggelund

/bh Enclosure

> 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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2.4 <u>Limitation of Liability</u> (continued)

2.4.4 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

The Company will charge \$20.00 for restoration of service.

ISSUED: December 14, 2004

04-xxxx-TP-ACE

CASE NO.: ISSUED BY:

Advanced Tel, Inc. d/b/a ATI

30575 Trabuco Canyon Rd., Suite 200 Trabuco Canyon, California 92679

EFFECTIVE: , 2004

2.7.5 Payment and Charges for Services (contd.)

- D. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- E. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.

2.7.5.1 Late Payment Charges

A late payment charge of 1.5 percent per month will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed by not yet been paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

2.7.5.2 Returned Check Charge

When a customer's check is not honored by the financial institution and the check is returned to the Company due to "insufficient funds" in the customer's account or for similar reasons, a charge of \$15.00 shall apply, unless the customer can establish that the charge should not be assessed.

EFFECTIVE: , 2004

Actual Rate: \$15.00

Maximum Rate: \$30.00

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CASE NO.: 04-xxxx-TP-ACE
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PRICE SHEET

A. <u>Dedicated Service Rates</u>

Dedicated Service refers to communications services designed for a single purpose or customer.

Rates apply to 1+, Inbound 8XX and Travel Card Service.

Rate Plan	Rate per minute
Option 1:	\$0.0900/minute
Option 2:	\$0.0800/minute
Option 3:	\$0.0750/minute
Option 4:	\$0.0700/minute
Option 5:	\$0.0650/minute
Option 6:	\$0.0600/minute
Option 7:	\$0.0550/minute

Monthly Usage Requirements: \$2,000.00 per month.

Contract term of 1 year may apply. Customer has the option to renew the contract on a month-by-month or additional 1 year term(s).

Billed in six (6) second increments.

No surcharge for travel cards.

B. Switched Service Rates

Switched service refers to standard 1+ private line services.

Rates apply to 1+, Inbound 8XX and Travel Card Service.

Option 1:	\$0.1400/minute
Option 2:	\$0.1300/minute
Option 3:	\$0.1200/minute
Option 4:	\$0.1100/minute
Option 5:	\$0.1000/minute
Option 6:	\$0.0900/minute
Option 7:	\$0.0850/minute

Monthly Usage Requirements: \$20.00 per month.

Contract term of 1 year may apply. Customer has the option to renew the contract on a month-by-month or additional 1 year term(s).

Billed in six (6) second increments.

No surcharge for travel cards.

ISSUED: December 14, 2004 EFFECTIVE: , 2004

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ISSUED BY: Advanced Tel, Inc. d/b/a ATI

30575 Trabuco Canyon Rd., Suite 200