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August 17, 1999

VIA OVERNIGHT DELIVERY

Ms. Daisy Crockron  
Docketing Division  
Public Utilities Commission of Ohio  
180 E. Broad St.  
Columbus, OH 43266-0573

Re: TotalTel, Inc.  
Case No. 98-1421-TP-ACE

Dear Ms. Crockron:

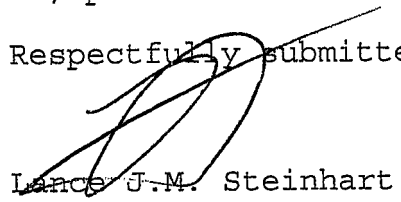
Pursuant to a letter from Robin Russell dated July 14, 1999, and our subsequent telephone conversations, enclosed please find for filing an original and ten (10) copies of the following revised tariff pages for TotalTel, Inc.:

- 1. Section 1 - pages 1, 4, 13, 23 and 27.

I have 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,



Lance J.M. Steinhart  
Attorney for TotalTel, Inc.

Enclosures  
cc: David Benamy, Esq. (w/enc)

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.  
Technician JW Date Processed 8-20-99

**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. Ameritech Ohio is the underlying incumbent local exchange carrier.
- 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 Ameritech 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** 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 Customer will be required to execute any other documents as may be reasonably requested by the Company.

1. Local Exchange Service Regulations (cont'd)

1.4 Provision of Services

- A The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Service installation shall be completed within five business days after a service order is placed.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of facilities the Company may obtain from other carriers to furnish service as required at the sole discretion of the Company.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

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 as 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, 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.

TotalTel, Inc.  
Effective Date:

Ohio Tariff No. 1  
Section 1  
Original Page No. 23

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1. Local Exchange Service Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.5 Bills and Collection of Charges

A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.

B All service, monthly recurring charges and non-recurring charges are due and payable upon receipt, provided however, that installation charges may be spread out over 3 months.

C The Company shall present bills for recurring charges monthly to the Customer, in advance of the month which service is provided.

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As Approved in Case No. 98-

Warren Feldman, CEO  
150 Clove Road, 8th Floor  
Little Falls, NJ 07424

Order Issued:

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)

**B** The Company may discontinue service to Customer immediately and without notice for any of the following reasons without incurring liability:

- (i) In the event of tampering with the Company's equipment, facilities or property in any way; or
- (ii) In the event of a condition determined to be hazardous to the Customer, to other customers of the Company; to the public, or to employees of the Company; or
- (iii) In the event of Customer's use of service in such a manner as to adversely affect the Company's service to others.

**C** The discontinuance of service 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 during the time or up to discontinuance of service.

**D** Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.