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September 20, 2002

TELEPHONE: (573) 634-2266 Facsimile: (573) 636-3306

The Honorable Dale Hardy Roberts Secretary/Chief Regulatory Law Judge Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102-0360 FILED<sup>4</sup> SEP 2 0 2002

Missouri Public Service Commission

Re: BullsEye Telecom, Inc.; Interexchange Application

Dear Judge Roberts:

Enclosed for filing in the above-referenced matter, please find the original and eight copies of an Application for a Certificate of Authority to Provide Competitive Resold Intrastate Interexchange and Non-Switched Basic Telecommunication Services in Missouri. Attached as Exhibit II to the application is BullsEye Telcom, Inc.'s proposed tariff bearing a 45-day effective date, and I enclose the original and five copies of Exhibit II.

If you have any questions, please advise. Thank you very much for your attention to this matter.

Sincerely,

NEWMAN, COMLEY & RUTH P.C.

By:

thlen A. Martin

Cathleen A. Martin *martinc@ncrpc.com* 

CAM:mas Enclosures

cc: Office of Public Counsel General Counsel's Office Monique Brynes



# **APPLICATION OF**

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BullsEye Telecom, Inc.

EXHIBIT II

Proposed Tariff

<sup>•</sup> BullsEye Telecom, Inc.

P.S.C. MO No. 1 Original Title Sheet

Title Sheet

## MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

#### **BullsEye Telecom, Inc.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for interexchange telecommunications services provided by BullsEye Telecom, Inc. ("BullsEye") within the State of Missouri. BullsEye operates as a competitive telecommunications Company within the State of Missouri.

ISSUED: September 20, 2002

**ISSUED BY:** 

Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

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Billing Dispute
Interruption of Service
Cancellation or Termination of Service by Customer
Cost of Collection and Repair
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ISSUED: September 20, 2002

ISSUED BY:

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ISSUED BY:

Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

## SYMBOLS

The following are the only symbols used for the purposes indicated below:

- **C** Changed regulation.
- **D** Delete or discontinue.
- I Change Resulting in an increase to a Customer's bill.
- M Moved from another tariff location.
- N New.

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- **R** Change resulting in a reduction to a Customer's bill.
- **T** Change in text or regulation.

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Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

#### **TARIFF FORMAT**

**A.** Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.

**B.** Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. The most current sheet number, approved by the Commission is the Tariff sheet in effect.

**C.** Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).(1).

ISSUED: September 20, 2002

ISSUED BY:

Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

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#### STATEMENT OF COMPETITIVE CARRIER STATUS

BullsEye is classified as a competitive telecommunications company in the state of Missouri for which the following statutory and regulatory requirements are waived.

#### STATUTES

392.210.2 392.240(1) 392.270 392.280 392.290 392.300.2 392.310 392.320 392.330	- - - - - - - - -	Uniform System of Accounts Just and Reasonable Rates Ascertain Property Values Depreciation Accounts Issuance of Securities Acquisition of Stock Issuance of Stock & Debt Stock Dividend Payment Issuance of Securities, Debt and Notes
392.330 392.340	-	Issuance of Securities, Debt and Notes Reorganization(s)

#### **COMMISSION RULES**

4 CSR 240-10.020	-	Depreciation Fund Income
4 CSR 240-30.010(2)(C)	-	Posted Rate Schedules in Central Offices
4 CSR 240-30.040	-	Uniform System of Accounts
4 CSR 240-33.030	-	Inform Customers of Lowest Price

ISSUED: September 20, 2002

**ISSUED BY:** 

Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

#### **SECTION 1 - TERMS AND ABBREVIATIONS**

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

BullsEye - Used throughout this tariff to refer to BullsEye Telecom, Inc.

**Commission** - Refers to the Missouri Public Service Commission.

Company or Carrier - BullsEye Telecom, Inc., unless otherwise clearly indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

ISSUED: September 20, 2002

ISSUED BY:

Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

## SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

LATA - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

Personal Identification Number (PIN) - See Authorization Code.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

ISSUED: September 20, 2002

ISSUED BY:

Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

# **SECTION 2 - RULES AND REGULATIONS**

## 2.1 Undertaking of BullsEye Telecom, Inc.

BullsEye services and facilities are furnished for communications originating at specified points within the State of Missouri under terms of this Tariff.

BullsEye provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. BullsEye ay act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the BullsEye services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

#### 2.2 Use

- **2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- **2.2.2** The services the Company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

ISSUED: September 20, 2002

ISSUED BY:

Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

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

#### 2.3 Limitations of Service

- **2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- **2.3.2** The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- **2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

## 2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by BullsEye and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

ISSUED: September 20, 2002

ISSUED BY:

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

#### 2.5 Liability of the Company

- 2.5.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- **2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- **2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.

ISSUED: September 20, 2002

ISSUED BY:

Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

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

#### 2.6 Billing and Payment for Service

#### 2.6.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Missouri Public Service Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist that reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

ISSUED: September 20, 2002

ISSUED BY:

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

#### 2.6 Billing and Payment for Service, (Cont'd.)

#### 2.6.2 Deposits

The Company does not require Customer deposits.

## 2.6.3 Advance Payments

The Company does not require Advance Payments.

#### 2.6.4 Commercial Credit Card Payment Option

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

## 2.6.5 Payment Due Date and Late Payment Charges

All bills are due upon receipt. A late payment fee of 1.5% per month will be charged on any past due balance. Payment required is within thirty (30) days subsequent to the invoice date and is considered past due after the thirty day period.

## 2.6.6 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Missouri law and Missouri PSC regulations.

ISSUED: September 20, 2002

**ISSUED BY:** 

Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

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

## 2.6 Billing and Payment for Service, (Cont'd.)

# 2.6.7 Billing Dispute

- .1 Any objections to billed charges must be reported to the Company or its billing agent within twenty-one (21) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist that reasonably indicate that such changes are appropriate.
- .2 Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- .3 Customers may contact the Company's business office at the following toll-free number: 1-800-636-5436.
- .4 If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address or telephone number:

Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102 Telephone: (800) 392-4211

ISSUED: September 20, 2002

ISSUED BY:

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

#### 2.7 Taxes and Fees

- 2.7.1 All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill. All charges and fees subject to Commission jurisdictions, other than taxes and franchise fees, will be submitted to the Commission for prior approval.
- 2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees 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.
- 2.7.3 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. Such adjustments shall be listed in this tariff.
- 2.7.4 The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services. The Company will submit these charges to the Missouri Public Service Commission for prior approval.

ISSUED: September 20, 2002

ISSUED BY:

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

## 2.8 Refunds or Credits for Service Outages or Deficiencies

## 2.8.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange Company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

# 2.8.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

ISSUED: September 20, 2002

ISSUED BY:

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

#### 2.9 Cancellation or Termination of Service by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

#### 2.10 Refusal or Discontinuance by Company

**2.10.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. BullsEye will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

ISSUED: September 20, 2002

ISSUED BY:

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

#### 2.10 Refusal or Discontinuance by Company, (Cont'd.)

- 2.10.2 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given ten (10) days written notice to comply with any rule or remedy any deficiency:
  - .1 For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without ten (10) days written notice to the Customer. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
  - .2 For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - .3 For use of telephone service for any purpose other than that described in the application.
  - .4 For neglect or refusal to provide reasonable access to BullsEye or its agents for the purpose of inspection and maintenance of equipment owned by BullsEye or its agents.
  - .5 For noncompliance with or violation of Commission regulation or BullsEye's rules and regulations on file with the Commission.
  - .6 In the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect BullsEye's equipment or service to others.

ISSUED: September 20, 2002

ISSUED BY:

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

#### 2.10 Refusal or Discontinuance by Company, (Cont'd.)

#### 2.10.2 (Cont'd.)

- .7 In the event of tampering with the equipment or services owned by BullsEye or its agents.
- .8 In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, BullsEye may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- .9 By reason of any order or decision of a court or other government authority having jurisdiction that prohibits Company from furnishing such services.

ISSUED: September 20, 2002

**ISSUED BY:** 

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

#### 2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

#### 2.12 Interconnection

Service furnished by BullsEye may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with BullsEye's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

#### 2.13 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of BullsEye's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

ISSUED: September 20, 2002

ISSUED BY:

# **SECTION 3 - SERVICE DESCRIPTIONS**

#### 3.1 General

BullsEye provides intrastate long distance services, travel service available through toll-free access, and directory assistance for communications originating and terminating within the State of Missouri. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate long distance services are provided in conjunction with interstate services.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of BullsEye services and network.

The Company does not provide operator services. All operator assisted calls, including collect calls, calling cards, credit card calls, person-to-person calls, third party calls, and all other related operator services will be routed to and billed by the Company's underlying carrier.

ISSUED: September 20, 2002

**ISSUED BY:** 

# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.2 Timing of Calls

Billing for calls placed over the BullsEye network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- **3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- **3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

ISSUED: September 20, 2002

**ISSUED BY:** 

# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

# 3.3 Rate Periods

The Company does not offer time-of-day rates.

# 3.4 Holidays

The Company does not offer Holiday rates.

# 3.5 Mileage Calculation

The Company does not offer distance-sensitive rates.

ISSUED: September 20, 2002

ISSUED BY:

Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

### SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

#### 3.6 Miscellaneous Services

#### 3.6.1 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

ISSUED: September 20, 2002

ISSUED BY:

# SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

## 3.7 Outbound Services

#### 3.7.1 IntraLATA Toll Service

#### A. IntraLATA Switched Service Toll Plan 1

IntraLATA Switched Service Toll Plan 1 is an outbound calling plan available to Customers who presubscribe to the any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds. A Monthly Recurring Charge applies in addition to the usage rate.

## B. IntraLATA Call Pack 100

IntraLATA Call Pack 100 is an outbound calling plan available to Customers who presubscribe to any one of the Company local exchange services. A call allowance of one hundred (100) minutes is available for a flat monthly rate. Additional usage above the call allowance is billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds. In addition to usage, a Monthly Recurring Charge applies.

ISSUED: September 20, 2002

ISSUED BY:

## SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)

#### 3.7 Outbound Services, (Cont'd.)

# 3.7.2 InterLATA Toll Service

#### A. InterLATA Service Toll Plan 1

InterLATA Service Toll Plan 1 is a switched outbound plan available to Customers who presubscribe to any one of the Company local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds.

#### 3.8 Toll Free Services

#### 3.8.1 Switched Toll Free Plan 1

Switched Toll Free Plan 1 is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customerprovided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

ISSUED: September 20, 2002

EFFECTIVE: November 4, 2002

**ISSUED BY:** 

# **SECTION 3 - SERVICE DESCRIPTIONS, (CONT'D.)**

#### 3.9 Calling Card Service

Calling Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. A one-time charge for card set-up applies. There is no per call charge.

## 3.10 Directory Assistance

Directory Assistance is available to BullsEye Customers.

<u>Directory Assistance</u>: Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

<u>Call Completion</u>: The charges a shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

ISSUED: September 20, 2002

ISSUED BY:

## **SECTION 4 - RATES**

# 4.1 Public Telephone Surcharge

Rate Per Call:	\$0.30
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## 4.2 IntraLATA Switched Service Toll Plan 1

Rate Per Minute	\$0.10
Monthly Recurring Charge, per Line	\$3.00

## 4.3 IntraLATA Call Pack 100

Rate Per Minute	\$0.09
Monthly Recurring Charge, per line	\$9.00

# 4.4 InterLATA Service Toll Plan

Rate Per Minute:	\$0.10
Rate Per Minute:	\$0.10

ISSUED: September 20, 2002

**ISSUED BY:** 

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Charles L. Schneider, Jr. Director-Business Development 25900 Greenfield Road, Suite 330 Oak Park, Michigan 48237

## **SECTION 4 – RATES (CONT'D.)**

## 4.5 Switched Toll Free Plan 1

Rate Per Minute	\$0.10
Monthly Recurring Charge, per line	\$8.00

## 4.6 Calling Card Service

Rate Per Minute	\$0.23
Set-up Charge:	\$2.00

# 4.7 Directory Assistance

Directory Assistance Rate Per Call:	\$2.50

Call Completion Rate Per Call: \$2.50

ISSUED: September 20, 2002

**ISSUED BY:** 

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## **SECTION 5 - CONTRACTS AND PROMOTIONS**

## 5.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

## 5.2 Promotions

BullsEye will provide tariff notification to the Commission no less than seven (7) days prior to the beginning of each promotion identifying the promotion, the exchange(s) within which the promotion will be offered, and the start and end dates of the promotion. BullsEye will offer all promotions in a non-discriminatory manner.

ISSUED: September 20, 2002

ISSUED BY: