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**FILE**

February 6, 2008  
*Via Email and Overnight Delivery*

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

RECEIVED-DOCKETING DIV  
2008 FEB -7 AM 10:50  
PUCO

**RE: In the Matter of the Application of Business Communication Analysts, Inc. to  
Provide Facilities-Based and Resold Local and Interexchange Services  
Case No. 08-46-TP-ACE; 90-9350-TP-TRF Response to 1<sup>st</sup> Data Request**

Dear Ms. Jenkins:

Enclosed for filing please find one original and seven (7) copies of the responses to Staff's Data Request, submitted on behalf of Business Communication Analysts, Inc. in Case No. 08-46-TP; 90-9350-TP-TRF.

**Application Revision:**

1. Exhibit 1 – Deposits – The Company does not intend to collect deposits; tariff language has been removed.

**Tariff Revisions – Local Services Tariff PUCO Tariff No. 1**

**Section 2**

2.
  - a. Page 2, Section 2.1.3(D) - Recommended language has been added;
  - b. Page 3, Sections 2.1.4(A) & (C) - Recommended language has been added;
  - c. Page 8, Section 2.1.6(A) - Recommended language has been added;
  - d. Page 18, Section 2.5.2 - Recommended language has been added;
  - e. Page 20, Section 2.5.5(A) - Recommended language has been added;
  - f. Page 21, Sections 2.5.6(A)(2)-(3) - Recommended language has been added;
  - g. Page 22, Section 2.5.6(A)(9) - Recommended language has been added;
  - h. Page 25, Section 2.5.6(D) - Recommended language has been added;
  - i. Page 27, Sections 2.6.1(A) & 2.6.2 - Recommended language has been added;
  - j. Page 31, Section 2.11.5 - Recommended language has been added;
3. Page 2, Section 2.1.3 - Recommended language has been added;
4. Page 17, Section 2.5.1(A) Tax language has been removed;
5. Page 18, Section 2.5.2(D) Late Payment Fee notice has been changed to reflect 19 days after the postmark on the bill;
6. Page 18, Section 2.5.2(F) A maximum charge of \$45.00 has been included;
7. Page 19, Section 2.5.3(B) - Recommended language has been added;
8. Page 19, Section 2.5.4 – The Company does not plan to offer Prepaid Services and the tariff language has been modified;

This is to certify that the images appearing are an  
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document delivered in the regular course of business.  
Technician Jo Date Processed 2-7-08

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Public Utilities Commission of Ohio  
Page 2

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**Section 4**

- 9. Page 2, Section 4.2 – Maximum Charges have been removed and recommended language has been added;
- 10. Page 5, Section 4.5 – This Section has been removed;

**Section 5**

- 11. Page 3, Section 5.1.3 – Non-Residential Tier 2 Services have been removed. A revised Check Sheet is included to reflect the elimination of these pages.

**Tariff Revisions – Access Services Tariff PUCO Tariff No. 2**

- 12. Page 11 - Private Line Definition has been removed;
- 13. Page 25, Section 2.9.2.H.1 – Changes to this Section are pending further discussions with Staff.
- 14. Page 41, Section 2.19.1 – The term “reasonable suspicion” has been removed;
- 15. Page 59, Sections 4.1 and 4.2.2 Carrier Common Line Access Rates and Information Surcharges have been removed and the rate for 800 Database Query has been replaced with “Note 1”.

Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail at sthomas@tminc.com. Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Thank you for your assistance.

Sincerely,



Sharon Thomas  
Consultant to Business Communication Analysts, Inc.

ST/im.

**Enclosures**

copy: Robbin Russell, PUCO (*Via Overnight Delivery*)  
Christopher Porter, BCA  
File: BCA – OH Local  
BCA – OH Access  
TMS: OHL0800A

## CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original	2	23	Original
Preface	1	Original	2	24	Original
Preface	2	Original	2	25	Original
Preface	3	Original	2	26	Original
Preface	4	Original	2	27	Original
Preface	5	Original	2	28	Original
Preface	6	Original	2	29	Original
1	1	Original	2	30	Original
1	2	Original	2	31	Original
1	3	Original	2	32	Original
1	4	Original	3	1	Original
2	1	Original	4	1	Original
2	2	Original	4	2	Original
2	3	Original	4	3	Original
2	4	Original	4	4	Original
2	5	Original	4	5	Original
2	6	Original	5	1	Original
2	7	Original	5	2	Original
2	8	Original	6	1	Original
2	9	Original	6	2	Original
2	10	Original	6	3	Original
2	11	Original	6	4	Original
2	12	Original	6	5	Original
2	13	Original	6	6	Original
2	14	Original	7	1	Original
2	15	Original	8	1	Original
2	16	Original	9	1	Original
2	17	Original			
2	18	Original			
2	19	Original			
2	20	Original			
2	21	Original			
2	22	Original			

\* - indicates those pages included with this filing

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Case No. 08-46-TP-ACE; 90-9350-TP-TRF

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.1 Undertaking of the Company, (Cont'd.)

## 2.1.3 Terms and Conditions

Business Communication Analysts, Inc. is subject to the Commission's rules for Minimum Telephone Standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4909:1-5-03 of the Administrative Code.

- A. Service is provided on the basis of a minimum period of one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated to the Customer, pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.
- E. This tariff shall be interpreted and governed by the laws of the state of Ohio regardless of its choice of laws provision.
- F. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.1 Undertaking of the Company, (Cont'd.)

## 2.1.3 Terms and Conditions, (Cont'd.)

- G. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

## 2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6 and pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. In addition, and pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code, interest of at least 5% per annum will be paid in the event of a customer over charge.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.1 Undertaking of the Company, (Cont'd.)

## 2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

## 2.1.6 Provision of Equipment and Facilities

- A. The Company shall use 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 and the MTSS. Any applicable installation credit will be provided pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.
- B. The Company shall use reasonable efforts to maintain the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.5 Payment Arrangements

## 2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

- A. All service, installation, monthly Recurring Charges and Nonrecurring Charges are due and payable upon receipt but no sooner than 19 days from the postmark on the bill.
- B. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month in which service is provided. Usage charges will be billed in arrears.
- C. For new customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Amounts not paid within thirty (30) days after the date of the invoice, but no sooner than nineteen (19) days after the postmark on the bill, are considered past due, and a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the due date minus any charges billed as local taxes, multiplied by 1.5%.
- E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. The Customer will be assessed a charge for each check submitted by the Customer to the Company that a financial institution refuses to honor.

	Maximum	Current
Charge per returned check	\$45.00	\$25.00

- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.5 Payment Arrangements, (Cont'd.)

## 2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Utility Commission of Ohio. The Customer may contact the PUCO at 1-800-686-7826 (toll free) or TTY at 1-800-686-1570 (toll free) from 8:00 AM to 5:30 PM on weekdays or at: [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov) or at the following address:

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 AM to 5:00 PM on weekdays or at [www.pickocc.org](http://www.pickocc.org).

- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

## 2.5.4 Advance Payments

The Company may require a Customer to make an Advance Payment for special construction before a specific service or facility is furnished. The Advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a Deposit. The Company may also require advance payment of nonrecurring connection charges and the first month's billing of recurring monthly charges prior to the Customer receiving dial tone.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.5 [Reserved for Future Use]

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.5 Payment Arrangements, (Cont'd.)

## 2.5.6 Discontinuance of Service

## A. General

1. For the purposes of this section, all regulated telephone services provided by the Company, except toll service, shall be defined as local service.
2. The Company may disconnect a Customer's local service for nonpayment of charges incurred for local service. The Company may disconnect a Customer's toll service for nonpayment of toll charges. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly authorized agent or another toll service provider will be in compliance with the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code (OAC).
3. Disconnection for reasons not involving nonpayment but requiring customer notice will be handled pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.
4. The Company's disconnection notices pursuant to Rule 4901:1-5-17(L), of the Ohio Administrative Code, just inform the Customer facing local service *disconnection of the total amount* which the Customer would need to pay in order to avoid disconnection of local service. It must also inform the Customer of the Company's legal obligation to provide local only service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
5. The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
6. Partial payments by a Customer to the Company will be apportioned by the Company to its regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for non-regulated services.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance of Service, (Cont'd.)

A. General, (Cont'd.)

7. The suspension or discontinuance of service(s) 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 of or up to suspension or discontinuance.
8. Upon the Company's discontinuance of service to the Customer under this Section, all applicable charges, including termination charges that may be set forth in the term contract or allowable under this tariff, 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.
9. Reconnection of local and toll service after service has been disconnected will be in pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

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

## 2.5 Payment Arrangements, (Cont'd.)

## 2.5.6 Discontinuance of Service. (Cont'd.)

## D. Disconnection for Reasons other than Nonpayment

1. Pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code, the Company may, after notification, or attempt to notify through any reasonable means, disconnect service when any of the following conditions exist:
  - a. A violation of or noncompliance with the Company rules or tariffs on file with the Commission;
  - b. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
  - c. A refusal by the Subscriber to permit the local service provider access to its facilities.
  - d. When the subscriber has committed a fraudulent practice as set forth and defined in the Company tariffs on file with the Commission.
2. Pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code, the Company may without prior notice disconnect service when any of the following conditions exist:
  - a. An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
  - b. A subscriber's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
  - c. A subscriber tampers with facilities or equipment owned by the Company.

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**SECTION 2 - REGULATIONS, (CONT'D.)****2.6 Allowances for Interruptions in Service****2.6.1 Credit for Interruptions**

- A. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rate adjustment of the monthly recurring charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption, pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.
- B. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed twenty-four (24) hours in duration will be rounded up to the next whole 24 hours.

**2.6.2 Limitations on Allowances**

Pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code, no credit allowance will be made if the out-of-service condition:

- A. Occurs as a result of a negligent or willful act on the part of the subscriber;
- B. Occurs as a result of a malfunction of subscriber-owned telephone equipment or inside wire;
- C. Occurs as a result of a military action, war, insurrection, riot, or strike; or
- D. Cannot be repaired due to the subscriber missing a repair appointment.

**2.6.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.11 Notices and Communications

- 2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.11.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.
- 2.11.5 Customer bills will contain all of the information required, pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio Administrative Code.

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## SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

## 4.1 Service Order and Change Charges, Cont'd.

## 4.1.2 Nonrecurring Charges – Tier I Services

Item	Maximum Charge	Current Charge
New Installation (Per Line)	\$90.00	\$45.00
Service Connection		
Per Access Line	\$95.00	\$75.00
Change to or from features; or Optional Features	\$50.00	\$25.00
Suspension of Service Restoral Charge (Per Line/Trunk)	\$75.00	\$35.00
Number Change (Per Access Line)	\$50.00	\$25.00
Rearrangement of Trunk Circuit	\$75.00	\$35.00
Establish, Change from One Type of Hunting to Another, or Rearrange Hunting Sequence Per Access Line	\$75.00	\$35.00
Change Type of Service (i.e. from Measured to Flat or Flat to Measured)	\$50.00	\$25.00

## 4.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge. The Customer will be advised before a visit of the possibility of a premise charge. The Customer will also be advised to check the Network Interface Device (NID) in accordance with PUCO Case No. 86-927-TP-COI. The Customer will also be advised that if a NID is not in place and the Company cannot ascertain with certainty that the service difficulty is located on the Customer's side of the demarcation point, the Company is required to come to the location at no charge to diagnose the problem and install a NID at no charge during this premises visit.

	Current Charge
Monday – Friday (Non-Holiday) 8am – 5pm	
First 15 minutes or fraction thereof	\$35.00
Each Additional 15 minutes or fraction thereof	\$15.00
Monday – Friday (Non-Holiday) 5 pm – 8 am	
First 15 minutes or fraction thereof	\$52.50
Each Additional 15 minutes or fraction thereof	\$22.50
Holidays – all day	
First 15 minutes or fraction thereof	\$70.00
Each Additional 15 minutes or fraction thereof	\$30.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)

4.5 [Reserved for Future Use]

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23420 Lorain Avenue, Unit # 200, Suite 227  
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Case No. 08-46-TP-ACE; 90-9350-TP-TRF

OHL0800A

**Business Communication Analysts, Inc.**

**Case No. 08-46-TP-ACE; 90-9350-TP-TRF**

**Response to 1<sup>st</sup> Data Request**

**Amended Local Tariff Pages**

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

**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 (PIC).

**Primary Interexchange Carrier (PIC) -** The interexchange carrier (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.

**Query -** The inquiry to a Company database 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.

**Services -** The Company's common carrier communications services provided under this Tariff.

**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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.19 Inspection, Testing and Adjustments**

- 2.19.1 The Company may conduct tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from any of these terms and conditions.
- 2.19.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length and is requested by the Customer.
- 2.19.3 The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 4 – RATES AND CHARGES

## 4.1 Carrier Common Line Access

800 Database Query, Per Call Note 1

## 4.2 Switched Access Service

## 4.2.1 Switched Transport

Tandem-Switched Termination  
(per access minute) Note 1Tandem-Switched Facility  
(per access minute per mile) Note 1Tandem Switching  
(per access minute per tandem) Note 1

Common Transport Multiplexing (per access minute) Note 1

## 4.2.2 End Office Switching

Local Switching (per access minute) Note 1

Common Trunk Port (per access minute) Note 1

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

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