

February 25, 2008

Via Hand Delivery

Ms. Renee J. Jenkins
Director of Administration
Secretary of the Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

RE: In the Matter of the Application of Tier 2 Communications, LLC to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD; PUCO Case No. 08-0168-TP-ATA

Dear Ms. Jenkins:

Tier 2 Communications, LLC submits an Application for electronic filing in connection with the above-referenced matter. The TRF Number for Tier 2 Communications, LLC is 90-9253-TP-TRF.

Thank you for your assistance. If you have any questions, please do not hesitate to call.

Very truly yours,

/s/ Carolyn S. Flahive

Enclosure

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for
DETARIFFING AND RELATED ACTIONS

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of Tier 2 Communications,)
 LLC to Detariff Certain Tier 2 Services and make other)
 changes related to the Implementation of Case No. 06-1345-)
 TP-ORD)

TRF Docket No. 90-9253-TP-TRF

Case No. 08 - 0168 - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Tier 2 Communications, LLC

DBA(s) of Registrant(s) Bright CLEC

Address of Registrant(s) 13888 County Road 25A, Wapakoneta, Ohio 45895

Company Web Address http://brightclec.biz

Regulatory Contact Person(s) Carolyn S. Flahive

Phone (614) 469-3200

Fax (614) 469-3361

Regulatory Contact Person's Email Address Carolyn.Flahive@ThompsonHine.com

Contact Person for Annual Report David Frey

Phone (419) 739-3100

Address (if different from above) _____

Consumer Contact Information Tim Berelsman

Phone (419) 739-3100

Address (if different from above) _____

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part II – Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an attorney of the applicant corporation, Tier 2 Communications, LLC, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 2/25/08 at (Location) Columbus, Ohio

*(Signature and Title) /s/ Carolyn S. Flahive (Date) 2/25/08

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Carolyn S. Flahive, verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) /s/ Carolyn S. Flahive (Date) 2/25/08

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

EXHIBIT A

(Existing Affected Tariff Pages)

TIER 2 COMMUNICATIONS, LLC d/b/a BRIGHT CLEC
TARIFF FOR LOCAL TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF OHIO

This Tariff describes generally the regulations and rates applicable to the provision of Local Telecommunications Services between points within the State of Ohio. Service is provided by Tier 2 Communications, LLC d/b/a Bright CLEC, with principal offices at 13888 County Road 25A, Wapakoneta, Ohio 45895. This Tariff is on file with the Public Utilities Commission of Ohio as Case No. 90 – 9253 – TP – TRF. Copies may be inspected during normal business hours at the Company's principal place of business.

(T)

Issued Date: July 11, 2005

Effective Date: August 10, 2005

In Accordance with Case No. 05 - 881 - TP - ATA
Issued by the Public Utilities Commission of Ohio
Tim Berelsman, Managing Director
13888 County Road 25A, Wapakoneta, Ohio 45895

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SECTION 1. DESCRIPTION AND AREA OF OPERATIONS

1.1 DESCRIPTION OF COMPANY

Tier 2 Communications, LLC (Company) is a public utility providing telecommunications service (T)
in the areas covered by the interconnection agreements and certified by the Public Utilities
Commission of Ohio.

Headquarters for the Company are located at:

13888 County Road 25 A
Wapakoneta, Ohio 45895

1.2 SERVICE EXCHANGES

Tier 2 Communications, LLC will provide service in the following Ohio exchanges: (T)

Ada	(N)	Jackson	
Antwerp		Lima	
Archbold		Mansfield	
Beaverdam	(N)	Marion	
Bellefontaine		Marysville	
Bluffton	(N)	Mount Gilead	
Bowling Green		Mount Vernon	
Bryan		Napoleon	
Bucyrus		New Madison	
Celina		Ohio City	(N)
Circleville		Ottawa	(N)
Columbus		Payne	
Coshocton		Portsmouth	
Crestline		Rockford	(N)
Defiance		Sandusky	
Delaware		Sidney	
Delphos		Spencerville	(N)
Eaton		Tiffin	
Findlay		Toledo	
Fremont		Upper Sandusky	
Galion		Van Wert	
Georgetown		Venedocia	(N)
Greenfield		Wauseon	
Greenville		Waverly	
Hicksville		Waynesfield	(N)
Ironton		West Union	
		West Unity	
		Zanesville	

SECTION 1. DESCRIPTION AND AREA OF OPERATIONS

1.3

(D)

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SECTION 1. DEFINITIONS OF TERMS

1.4 DEFINITIONS OF TERMS

ACCESS LINE

A central office circuit or channel that provides access to the telephone network for local and long distance telephone services.

AIR LINE MEASUREMENT

The shortest distance between two points. A measurement for computation of mileage charges between termination points.

ANCILLARY DEVICES

All terminal equipment except telephone instruments, PBX-PABX systems, key systems and data services.

ANSWERING EQUIPMENT

Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

APPLICANT

Any person, partnership, corporation, or any combination thereof requesting service or action from the Company.

AUTHORIZED PROTECTIVE CONNECTING MODULE

A protective unit approved by the Company which is manufactured in accordance with the design set forth in Part 68 of the Federal Communications Commission's Rules and Regulations.

AUTHORIZED USER

A person, firm or corporation (other than the customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the Tariff and (1) on whose premise a station of the private line service is located or (2) who receives from or sends to the Customer over such private line or channel communications relating solely to the business of the Customer

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

BUILDING (Same)

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the Company's wires or cables can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

BUSINESS SERVICE

Telecommunications service furnished to Customers where the primary or obvious use is of a business, professional, institutional or otherwise occupational nature.

CALL

An attempted communication, whether completed or not.

CALLING AREA

See "Local Service Area."

CANCELLATION CHARGES

A charge applicable under certain conditions when the application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before the contract period is completed.

CENTRAL OFFICE

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

CHANNEL

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

CIRCUIT

A channel used for the transmission of energy in the furnishing of telephone and other communication services further described as:

- (a) Two-wire circuit: A circuit using one transmission path, which may be one carrier pair or one pair (two wires) of metallic conductors.
- (b) Four-wire circuit: A circuit using two one-way transmission paths, which may be two carrier paths or two pairs (four wires) of metallic conductors

CLASS OF SERVICE

A description of telecommunications service furnished a Customer which denotes such characteristics such as nature of use (business or residence) or type of rate (flat or message rate). Classes of service are usually subdivided in grades, such as individual or multi-party line.

COMMISSION

The Public Utilities Commission of Ohio

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable, when not connected to exchange telecommunication service, of two-way communication between Customer-provided terminal equipment.

COMPANY

Bright CLEC, LLC

COMPLEX SERVICE

The provision of a circuit requiring special treatment, special equipment or special engineering design.

CONDUIT

A tubular runway for cable facilities

CONNECTION

Denotes the establishment of telephone service. A move of existing service to a different premise requires a connection.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

CONNECTION CHARGE

See "Service Charges."

CONSTRUCTION CHARGE

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the Tariff.

CONTINUOUS PROPERTY

The plot of ground, together with any building thereon, occupied by the Customer, which is not divided by public highways or separated by property occupied by others. Where a Customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property, provided local wire or cable facilities are used and the Customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

CONTRACT

The service agreement between a Customer and the Company under which service and facilities for communication between specified locations for designated periods and for the use of the Customer and its specifically named authorized users are furnished in accordance with the provisions of this Tariff.

CONTRACT PERIOD

The length of time for which a Customer is responsible for the charges associated with the services, facilities, and equipment under contract.

COST OR COST BASIS

Cost of equipment and materials provided or used plus the cost of installation including, but not limited to, engineering, labor, supervision, transportation, right-of-way, other items which are chargeable, and the actual expense incurred by the Company relating to the call-out of Company personnel.

CUSTOM CALLING SERVICES

Custom Calling Services provide for call features like Call Waiting and Call Forwarding and is furnished in connection with basic business and/or residential line service.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)

Custom Local Area Signaling Services (CLASS) are enhanced services associated with Signal System Seven (SS7) technology. CLASS is furnished in connection with individual line service (private line).

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this Tariff. The Customer is responsible for compliance with the rules and regulations of the Company, and is responsible for ensuring payment of the charges.

CUSTOMER PREMISES INSIDE WIRE

All wire within a Customer's premise, including connectors, jacks, and miscellaneous materials associated with the wire installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes house, riser, buried, and aerial cable.

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring provided by a Customer, which may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

CUSTOMER TROUBLE REPORT

Any oral or written report from a Customer received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities. One report shall be counted for each oral or written report received even though several items are reported by one Customer at the same time, unless the group of troubles so reported is clearly related to a common cause.

DEMARCATIION POINT

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a Customer's premise. The demarcation point is located on the Customer's side of the Company's protector or equivalent.

DETACHED ACCESS LINE

An additional circuit connected to an access line either directly or through a switching device that uses Company facilities.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

DIRECT BURIAL

The installation of cables or conductors directly in the earth and not in conduit or duct.

DIRECT CONNECTION

Connection of terminal equipment to the Company's exchange facilities by means other than acoustic and/or inductive coupling.

DIRECT ELECTRICAL CONNECTION

The physical connection of electrical conductors in the communications path.

DIRECTORY

A book that typically lists each telephone Customer alphabetically, with his/her service location and telephone number.

DIRECTORY ASSISTANCE SERVICE

Directory assistance service is furnished to supplement the information available in the Company directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

DIRECTORY LISTING

The publication of the Company's directory and/or directory assistance records of information relative to a Customer's telephone number, by which telephone users are able to ascertain the telephone number of a desired party.

DISCONNECT NOTICE

The written notice sent to a Customer following billing, notifying the customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

DISCONNECTION OF SERVICE

An arrangement for a permanent interruption of telephone service, made at the request of the Customer, or initiated by the Company for violation of Tariff regulations by the Customer. A "final" bill would be rendered showing moneys owed to the Company net of any amounts to be refunded, such as deposits, as of the date the service was disconnected.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

DROP WIRE

Wires used to connect the aerial, buried, or underground distribution facilities to the point where connection is made with a Customer's premise.

EMERGENCY NUMBER SERVICE

A telephone exchange communication service whereby a public safety answering point designated by the Customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911.

ENTRANCE FACILITIES

Facilities extending from the point of entrance on private property to the premise on which service is furnished.

EXCHANGE

The area established by the Company for the administration of telecommunications service for which a separate local rate schedule is provided. The area usually embraces a town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

EXCHANGE AREA

The area within which the Company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

EXCHANGE SERVICE

Exchange service is a general term describing, as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the local exchange Tariff.

- (a) Flat rate service: A classification of exchange service furnished a Customer for which a stipulated charge is made regardless of the amount of use.

FACILITIES

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

FLAT RATE SERVICE

A classification of exchange service furnished a customer for which a stipulated charge is made regardless of the amount of use.

GENERAL EXCHANGE SERVICES

Services furnished by the Company connected to or associated with primary local exchange service.

HARM

Electrical hazards to Company personnel, damage to Company equipment, malfunctions of Company billing equipment, and degradation of service to persons other than the user as well as the calling or called party.

HIGH CAPACITY CIRCUIT (HI CAP)

Digital-data transmission service equal to, or in excess of T1 data rates (1.544 Mbits).

HOUSEHOLD

A household comprises all persons who occupy a dwelling unit. A dwelling unit is a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A household includes the related persons (the head of the household and others in the dwelling unit who are related to the head of the household) and also any lodgers or employees who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

IDENTIFICATION NUMBER

An identifying number of a particular model of "Conforming Device" attested by a manufacturer or supplier to comply with the standards and procedures set forth in the Federal Communications Commission's Part 68.

INDIVIDUAL LINE SERVICE

A classification of exchange service furnished under Tariff provisions which provides that only one exchange access line shall be served by the circuit connected.

INITIAL NONRECURRING CHARGE

A nonrecurring charge made for the furnishing of telephone services, which may apply in addition to service connection charges.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

INITIAL SERVICE PERIOD

The minimum period of time for which service is provided, which is typically one month unless otherwise specified in the Tariff

INTEREXCHANGE PRIVATE LINE

A communication path between two or more serving areas not connected for exchange telephone service.

INTERFACE

- (a) The junction or point of interconnection between two systems or equipment having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company-provided facilities to exchange facilities provided by the Company.
- (b) The point of interconnection between Company equipment and communications facilities on the premise of the Customer. Also referred to as demarcation point.

INTERFACE EQUIPMENT

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by other than the Company.

INTERLATA

Long distance message telecommunications service where point locations are in a different local access and transport area (LATA).

INTRALATA

Long distance message telecommunications service where service point locations are within the same local access and transport area (LATA).

INTRAEXCHANGE CHANNEL SERVICE

Channel connecting two or more "primary terminations" in the same exchange.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

INTRAEXCHANGE SERVICE

Telecommunications service confined wholly within a single exchange.

JACK

A fixed socket designed to permit the establishment of a connection between the local exchange facilities and terminal equipment equipped with cords ending in plugs.

KEY EQUIPMENT

Switching keys located in the telephone base or other housing arranged to pick up or hold a line, or to communicate with other telephones in the Customer's communications system.

KEY SYSTEM LINE

A circuit connecting key system equipment with a central office.

KEY TELEPHONE SET

A telephone set equipped with keys or buttons in the housing.

KEY TELEPHONE SYSTEM

An arrangement of equipment in combination with telephone sets and associated keys, to connect those telephones to any one of a limited number of exchange, PBX, intercom or private lines. Line status indicating, signaling, holding or other features, are or may be incorporated.

LOCAL ACCESS AND TRANSPORT AREA (LATA)

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company serving area which are grouped to serve common social, economic, and miscellaneous purposes.

LOCAL CALLING AREA

See "Local Service Area."

LOCAL CHANNEL

Applies to that portion of a channel that connects a station to the interexchange channel or to a channel connecting two or more exchange access lines within an exchange area

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

LOCAL EXCHANGE SERVICE

Telecommunications service provided within an exchange for the purpose of establishing connections between Customer premise within the exchange, including connections between a Customer premise and a long distance service provider serving the exchange. Local exchange service may also be referred to as local exchange telephone service.

LOCAL MESSAGE

A communication between two or more exchange access lines within the local service area of the calling telephone.

LOCAL MESSAGE CHARGE

The charge that applies for a completed message that is made when the calling exchange access line and the called exchange access line are both within the same local calling area where a local message charge is applicable.

LOCAL SERVICE

The intercommunication (by means of facilities connected with the Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different serving area between which no toll rates apply.

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under an extended area service arrangement.

LOCAL SERVICE CHARGE

The charge for furnishing facilities to enable a Customer to send or receive telecommunications within the local service area. This local service calling area may include one or more exchange areas.

LONG DISTANCE MESSAGE TELECOMMUNICATION SERVICE

Facilities furnished by means of wire, radio or a combination thereof for telecommunications between service points in different local service areas in accordance with the regulations and system of charges specified by the Company.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

MAINTENANCE SERVICE CHARGE

A nonrecurring maintenance charge applied when service difficulty or trouble results from the use of Customer-provided equipment or inside wiring.

MESSAGE

A communication between two or more exchange access lines. Messages may be classified as local or toll.

MILEAGE

The measurement (airline, route, etc.) upon which a charge for the use of part or all of a circuit furnished by the Company is based.

MINIMUM CONTRACT PERIOD

The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment, whether or not retained by the Customer for such minimum length of time.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification and audible tone signals (call progress signals indicating reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

NON-LISTED TELEPHONE NUMBER

A telephone number associated with an exchange access line for which no listing appears in the alphabetical section of a telephone directory. The number is listed in the information records and is given out upon request.

NONPUBLISHED TELEPHONE NUMBER

A telephone number associated with an exchange access line which, at the request of the Customer, is not listed in the telephone directory and is not made available to the general public by the Company.

NONRECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

SECTION 1 DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

OFF PREMISE EXTENSION (OPX)

A telephone located in a different office or building from the main phone system.

ONE PARTY SERVICE

Any exchange access line designed for the provision of exchange service to one premise.

PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use for another service.

PERSON

Includes individuals, partnerships, corporations, governmental bodies, associations and any other such entity.

PREMISE

The same premise consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare or by space occupied by others.
- I the continuous property operated as a single farm whether or not intersected by a public road.

PREMISE WIRING

All wire within a Customer's premise, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes riser, buried and aerial cable.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

PREASSIGNED NUMBER

A telephone number preassigned before service is actually established.

PREWIRING

Any inside wiring done at the location of a residence or business prior to the initial installation of telephone service.

PRIMARY SERVICE

The initial provision of voice grade access between the Customer's premise and the switched telecommunications network. This includes the initial connection to a new Customer, the move of an existing Customer to a new premise, or the change of a telephone number.

PRIMARY TERMINATION

Applies to channels which extend beyond the continuous property of a Customer or the confines of a single building housing the first premises of more than one Customer. "Primary Termination" also denotes the first termination of such a channel at a station or private branch exchange on the continuous property of a customer. When more than one Customer's premise is located within the same building, the first termination of such a channel at that building constitutes a "primary termination." For purpose of this definition, the location of a "primary termination" for channel services associated with "switching system services" is considered to be at the "switching system services" serving central office. When the "switching system services" serving central office is not in the same exchange as the main location, the "mileage service area" center for the main location will be used in lieu of the "switching system services" serving central office.

PRIVATE BRANCH EXCHANGE

An arrangement of equipment situated on a customer's premises consisting of a switching apparatus with an attendant's telephone, telephones connected with the switchboard, and trunks connecting it with a central office. The Private Branch Exchange provides for intercommunications between these telephones, for communication with the general exchange network, and for long distance message telecommunications service.

PRIVATE BRANCH EXCHANGE LINE

A channel connecting the Private Branch Exchange (PBX) station or other terminal equipment with the PBX switching equipment.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

PRIVATE BRANCH EXCHANGE TRUNKS

Trunks connecting a private branch exchange system with a central office for communication with the general exchange network and for long distance message telecommunications service.

PRIVATE LINE

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

PUBLIC THOROUGHFARE

A road, street, highway, lane or alley under the control of and kept by the public.

PUBLISHED TELEPHONE NUMBER

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

REFERENCE LISTING

The listing of a generally accepted name of a firm or corporation followed by a reference to another listing.

REGISTERED TERMINAL EQUIPMENT

Terminal equipment which is registered in accordance with Part 68 of the Federal Communications Commission's Rules and Regulations.

RESIDENTIAL SERVICE

Telecommunications service furnished to Customers when the actual or obvious use is for domestic purposes.

ROTARY HUNTING SERVICE

A central office service arrangement whereby a called busy line in a specified line group will automatically advance until an idle line or trunk is found.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

SERVICE CHARGE

A nonrecurring nonrefundable charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a Customer's telephone.

SERVICE WIRE CENTER

A central office location where telephone feeder and distribution cables are terminated.

SERVING CENTRAL OFFICE

The central office from which a Customer's telephone service is normally provided.

SIGNAL CONDITIONING EQUIPMENT

That equipment connected to a channel to condition signals generated by data terminal equipment.

SINGLE CHANNEL (Half Duplex)

A channel with the capability of transmission alternately in either direction, or for transmission in one direction only.

SPECIALIZED CUSTOMER PREMISE EQUIPMENT

Terminal equipment required by persons with impaired hearing, speech, vision or mobility.

STATION EQUIPMENT

Customer-owned or leased equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

SUPERSEDURE OF SERVICE

An Applicant who otherwise qualifies for the immediate establishment of service may supersede the service of a Customer discontinuing that service when the Applicant is to take service on the premise where service is being rendered, and if a notice to that effect from both the Customer and the Applicant is presented to the Company, and if an arrangement, acceptable to the Company, is made to pay outstanding charges against the service. The Company may require such notice to be in writing.

SUPPLEMENTAL CONTRACT

A contract for service, equipment or facilities in addition to that provided for under the original contract.

SUSPENSION OF SERVICE

An arrangement made at the request of the Customer, or initiated by the Company, for temporarily interrupting service.

TARIFF

The schedule of the Company containing all rules and regulations, rates, and charges, stated separately by type or kind of service and the Customer class filed with the Commission.

TELECOMMUNICATION SERVICES

The various services offered by the Company as specified in this Tariff.

TELEPHONE COMPANY

See "Company."

TELEPHONE NUMBER

A numerical designation assigned to a Customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "central office designation."

TELEPHONE SOLICITATION

An unsolicited telephone call.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

TEMPORARY DISCONNECTION

See "Suspension of Service."

TEMPORARY SERVICE

The provision of service definitely known to be required for a short period of time (generally less than twelve consecutive months) such as, but not limited to, service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

TERMINATION AGREEMENT

An agreement between the Company and the Customer to provide or furnish certain lines or equipment representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the Customer agrees to compensate the Company in case the service is discontinued prior to the date specified in the agreement.

TERMINATION CHARGE

A charge made to liquidate a Customer's obligations for termination of service prior to the expiration of the initial contract period.

TERMINATION OF SERVICE

The discontinuance of service or facilities provided by the Company, either at the request of the Customer or by the Company under its regulations concerning cancellation for cause.

TIE LINE

A circuit connecting two switching systems (e.g., Private Branch Exchange and/or Automatic Call Distribution Systems) for the purpose of intercommunicating between the stations connected.

TOLL MESSAGE

A communication between two exchange access lines, the called access line being outside of the local or service area of the access line from which the message originates.

SECTION 1. DEFINITIONS OF TERMS (cont'd)

1.4 DEFINITIONS OF TERMS (cont'd)

TOLL RATE

The initial period charge prescribed for a toll message usually based upon a minimum initial period and distance between serving area.

TOLL SERVICE

That part of the total telephone service rendered either by the Company or through the Company's access to Long Distance Providers and which is furnished between different local service areas in accordance with the rates and regulations in the appropriate Long Distance Service Providers' tariffs.

TRUNK LINE

A telephone communication channel between a central office and a Private Branch Exchange, or a Key System for the common use of all calls or one class between its two terminals.

UNDERGROUND SERVICE CONNECTION

A drop wire or cable which is run underground from a pole line or an underground distributing cable.

VOICE GRADE FACILITY

A communications path typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two points comprised of any form or configuration of physical plant capable of transmitting and receiving these frequencies.

WIDE AREA TELECOMMUNICATIONS SERVICE (WATS)

A service designed to meet the needs of customers who make or receive substantial volumes of long distance telephone calls. This service is only provided on an inward or outward basis.

WIRE CENTER

A central office location where telephone feeder and distribution cables are terminated.

SECTION 1. DEFINITIONS OF SYMBOLS

1.5 DEFINITIONS OF SYMBOLS

General

The following symbols will be utilized for all changes of material within the General Exchange Tariff:

- C** - Change in Regulation
- D** - Discontinued Rate, Regulation or Text
- E** - Correction of an error made prior to current revision of Tariff
- I** - Increase in Rate
- M** - Moved Rate, Regulation or Text from one page to another with no change in Rate, Regulation or Text.
- N** - New Rate, Regulation or Text
- R** - Reduction in Rate
- T** - Text Change, but no change in Rate or Regulation

SECTION 2. GENERAL RULES AND REGULATIONS

2.1 GENERAL APPLICATION

- 2.1.1** The rules and regulations set out in this Tariff apply to the services and associated facilities furnished by the Company within its operating territory in the serving area listed in Section 1 of this Tariff.
- 2.1.2** Complete Tariffs containing all rates for Local Exchange Service will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- 2.1.3** Failure on the part of any customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.
- 2.1.4** Bright CLEC, LLC will comply with the Commission's Minimum Telephone Service Standards (MTSS) set forth in Chapter 4901:1-5 of the Ohio Administrative Code (O.A.C.).

2.2 ESTABLISHING SERVICE

2.2.1 Availability of Facilities

- A. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available.
- B. The Company shall not be liable for failure to furnish service where facilities are not available.
- C. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.2 ESTABLISHING SERVICE (cont.)

2.2.2 Application for Service

- A. Applications for service or requests or orders by the Customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.

2.2.3 Cancellation or Change in Application for Service

- A. Where the Customer cancels an application for service prior to the start of installation of service or of special construction no charge applies
- B. Where installation of service has been started prior to the cancellation, a Cancellation Charge equal to the Service Order Charge may apply.
- C. When a Customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the Customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.2 ESTABLISHING SERVICE (cont.)

2.2.4 Refusal of Service

A. Grounds for Refusal of Service:

1. The Company may refuse to serve an Applicant for any one of the following reasons:
 - a. The Applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be given.
 - b. For refusal to make a deposit if the Applicant/Customer is required to make a deposit under the requirements outlined in this Tariff.

B. Applicant's Recourse

1. In the event the Company refuses to serve an Applicant, the Company will inform the Applicant of the reasons for its refusal.
2. In the event the Applicant believes the Company's refusal of service is unjustified, the Applicant may appeal the refusal with the Consumer Services Department at the Public Utilities Commission of Ohio.

2.2.5 Transfer, Assignment, or Supersedure of Service

- A. Service previously furnished to one (1) Customer may be assumed by a qualified new Customer without lapse in the rendition of service at the exact premise where service is currently rendered.
- B. The Company may require written notice of a Customer's intent to assume existing service.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.2 ESTABLISHING SERVICE (cont.)

2.2.6 Minimum Service Periods

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one (1) month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty (30) days.

2.2.7 Priority of Establishment of Service

Applications for service in a particular exchange will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities.

2.3 FURNISHING OF SERVICE

2.3.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premise of a Customer or Authorized User are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premise at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the Customer's premise, or to remove such facilities which are no longer necessary for the provision of service.

2.3.2 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the Customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The Customer will reimburse the Company for any unusual costs involved.
- B. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.3 FURNISHING OF SERVICE (cont.)

2.3.3 Protective Equipment

- A. Protective equipment is required when a hazardous electrical environment is present at a Customer's premise and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or Customers. The Customer must provide the protective equipment subject to Company specifications.
- B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to Customer's premise where there are high ground potentials, even though not required, may be provided by the Customer, subject to specifications, or in accordance with the rates, terms and conditions of Section 10 of this Tariff.
- C. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

2.3.4 Telephone Numbers

- A. Telephone numbers are the property of the Company and are assigned to the service furnished the Customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- B. The Company shall list each Customer with directory assistance except those numbers not listed at the Customer's request.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.3 FURNISHING OF SERVICE (cont.)

2.3.5 Classifications of Service

A. Basis for Classification

1. The determination as to whether Customer service should be classified as business or residence service is based on the character of the use to be made of the service and facilities. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.
2. The Company reserves the right to classify any local service furnished a Customer as business or residence service, in compliance with this Tariff.

B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

- ##### **D. Changes in classification between residence and business service may be made without change to telephone number if the Customer so desires.**

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.3 FURNISHING OF SERVICE (cont.)

2.3.6 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the Customer involve unusual construction or installation costs, the Customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the Customer or other persons authorized to use the service and not due to ordinary wear and tear, the Customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The Customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the Customer for losses experienced as a result of unauthorized tampering.
- C. The Customer may be billed the applicable Minimum Service Charge for each physical service call to the Customer's premise where off-hook condition is found. The Minimum Service Charge will be the minimum premise visit charge as listed in 3.3 (B.1) of this tariff.

2.3.7 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a Customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the Customer may be required to pay the amount of additional costs the Company incurs as a result of the Customer's special requirements, in addition to the other rates and charges specified in this Tariff.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.4 USE OF SERVICE AND FACILITIES

2.4.1 Use of Service

- A. The Company may refuse to install or may terminate a Customer's service if it is located on premise that is public or semi-public in nature and is not used for the service's intended use.
- B. Services provided by the Company may not be resold by the Customer or used in any manner from which the Customer receives compensation except as specified below:
 - 1. Services the Company provides on a wholesale basis to other certified carriers.
 - 2. Wholesale services will be provided to other certified carriers on a contractual basis.
- C. The Customer is responsible for payment of all charges of the Company for all services ordered by the Customer, including those that are shared or resold as provided herein.

2.4.2 Accessories Provided by the Customer

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The Customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.

2.4.3 Limit On Communication

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.4 USE OF SERVICE AND FACILITIES (cont.)

2.4.4 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.
- B. The Company may suspend or terminate telephone service, upon proper notice following the rules and regulations of the Commission's Minimum Telephone Service Standards in Rule 4901:1-5-17, to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others. (proper notification procedures are listed in Section 2.5.1)

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE

2.5.1 Discontinuance of Service

A. Non-payment Service Interruption

In the event of a proposed disconnection of local service, the following procedures shall apply:

1. A Subscriber's bill shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due.
2. The company complying with the conditions set forth in this rule may disconnect service during its normal business hours; however, no disconnection for past due bills may be made after twelve thirty p.m. on the day preceding a day that all services necessary for reconnection are not available. Bright CLEC, LLC will comply with the disconnection requirements as found in the Commission's Minimum Telephone Service Standards at Rule 4901:1-5-17.
3. No Local Service can be disconnected for non-payment of Local Service Charges unless the utility has given the affected Customer a written notice of the proposed disconnection postmarked at least seven (7) days before the proposed date of disconnection. The notice must include:
 - a. A statement that failure to pay the amount required at the Company's office or to one of its authorized agents by the date specified on the notice may result in the disconnection of local or toll services;
 - b. The earliest date when disconnection will occur;
 - c. The reason(s) for disconnection and any actions which the subscriber must take in order to avoid the disconnection, including the total amount required to be paid (which shall not be greater than the past due balance);
 - d. The total amount due to avoid disconnection of local service, which must be listed separately from charges for regulated toll and charges for unregulated services;

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (cont.)

2.5.1 Discontinuance of Service (cont.)

A. Non-payment Service Interruption (cont.)

- e. The total amount due for toll charges and a statement that nonpayment of toll charges may result in the disconnection of toll service;
- f. The total amount due for nonregulated charges and a statement that nonpayment of such charges cannot result in the disconnection of local service or regulated toll service;
- g. The address and telephone number of the office that the Subscriber may contact in reference to the Subscriber's account;
- h. The following statement:

If your questions are not resolved after you have called the Company, customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or 1-614-466-3292 or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180 from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov.

Residential customers may call The Ohio Consumers' Counsel (OCC), toll free at 1-877-742-5622 from 8:30a.m. to 5:30 p.m. weekdays, or visit the OCC website at www.pickocc.org; and

- i. A statement that an additional charge for reconnection may apply if service is disconnected. The statement shall also include a notice that payments to an unauthorized payment agent may result in the untimely or improper crediting of the Subscriber's account.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (cont.)

2.5.1 Discontinuance of Service (cont.)

B. Disconnection With Notice

1. Local service may only be disconnected for Subscriber nonpayment of charges for local services regulated by the Commission. Local service is defined as every regulated service provided by the Company other than toll service and 900 and 976-like services.
2. The Company must notify, or attempt to notify through any reasonable means, a subscriber before service is refused or disconnected when any of the following conditions exist:
 - a. a violation of or noncompliance with the Company's 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 Company necessary access to its facilities or equipment; or
 - d. the Subscriber has committed a fraudulent practice as set forth and defined in tariffs on file.

C. No notice is required prior to disconnection when:

1. An emergency may threaten the health or safety of a person, or the Company's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
2. 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
3. A Subscriber tampers with facilities or equipment owned by the Company.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (cont.)

2.5.1 Discontinuance of Service (cont.)

D. Disconnection of Toll Service

1. Toll service may be disconnected for Subscriber nonpayment of toll service, subject to the following conditions.
 - a. Toll disconnection procedures shall comport with all applicable billing, notice, credit/deposit, and disconnection standards set forth in the Commission's Minimum Telephone Service Standards (O.A.C. 4901:1-5) and shall be tariffed.
 - b. The Company may enforce the Commission-approved tariffed disconnection procedures of a separate provider of toll services pursuant to a contract entered into between the Company and the separate toll service provider.

- E. Partial payments by the Customer to the Company will be apportioned by the Company to the Company's regulated local service charges before being applied to any toll charges provided by the Toll Provider. In addition, charges will apply to all regulated services before being applied to charges for non-regulated services.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.5. DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (cont.)

2.5.2 Reconnection of Local and Toll Service

- A. Unless prevented by circumstances beyond the Company's control or unless a Subscriber requests otherwise, each telecommunications provider shall reconnect previously disconnected service by five p.m. on the next business day following either:
 - 1. Receipt by the Company or its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service have been eliminated; or
 - 2. Agreement by the Company and the Subscriber on a deferred payment plan and a payment, if required, under the plan.
- B. Before restoring service under this rule, the Company may not insist upon payment of any amount that has not been included on a notice of disconnection.

2.6 CUSTOMER RELATIONS

2.6.1 General

- A. The Company will maintain a current set of maps showing the physical locations of its facilities and telephone exchange locations. Each central location will have available up-to-date maps or records of its immediate area, with such other information as may be necessary to enable the Company to advise applicants and others entitled to the information, as to the facilities available for serving that locality.
- B. Upon request for service by an Applicant or upon request for transfer of service by a Customer, the Company shall inform the applicant or Customer of the Company's lowest priced alternatives available at the Customer's location. The Company shall provide this information beginning with the lowest priced alternative and giving full consideration to applicable service or equipment options and Installation Charges.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.6 CUSTOMER RELATIONS (cont.)

2.6.1 General (cont.)

- C. The Company will post a notice in a conspicuous place in each business office of the Company where applications for service are received informing the public that copies of the rate schedules and rules relating to the services of the Company, as filed with the Commission, are available for inspection.
- D. The Company will provide to all new telephone utility Customers, at the time service is initiated, a pamphlet or information packet advising the Applicant of his or her rights as a Customer. This information shall inform the Customers concerning their right to request information relating to rates and services; bill payment policies; regulations in regard to termination of service; billing disputes; information about alternative payment plans; reconnection of service after involuntary termination; Customer complaints, supervisory review by the Company and registering a complaint with the Commission; Company business office hours, addresses and telephone numbers; deposits; statement of nondiscrimination; and availability of any special services such as readers or notices in Braille, as well as the telephone number of the teletypewriter for the deaf at the Commission.

2.6.2 Customer Complaints

- A. Upon complaint to the Company by a Customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof within ten (10) business days.
- B. In the event the complainant is dissatisfied with the Company's report, the Company will advise the complainant of the Commission complaint process, and inform the complainant that they may contact the Commission's Public Interest Center.
- C. Upon receipt of a complaint, either by letter or by telephone, from the Commission on behalf of a Customer, the Company shall make a suitable investigation and advise the Commission within ten (10) days of the results thereof.
- D. The Company shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges, which require no further action by the Company, will not be recorded.
- E. Bright CLEC, LLC will comply with the Customer Complaint regulations found in the Commission's Minimum Telephone Service Standards at Rule 4901:1-5-05.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.6 CUSTOMER RELATIONS (cont.)

2.6.3 Applicant or Customer Deposit

A. Definition of Applicant and Customer

For purposes of this subsection, an Applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service or has received service in the past.

B. Establishment of Financial Responsibility

The Company may require service applicants to establish financial responsibility as a condition precedent to establishing service. Both may rely on pertinent information obtained from credit reporting bureaus in determining whether creditworthiness need be established. However, a service applicant cannot be denied service, on creditworthiness grounds, unless the service applicant has been provided an opportunity to establish financial responsibility through every means available for doing so provided for in Chapters 4901:1-5 and 4901:1-17 of the Ohio Administrative Code.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.6 CUSTOMER RELATIONS (cont.)

2.6.3 Applicant or Customer Deposit (cont.)

C. Deposits

Bright CLEC, LLC will comply with the Customer Deposit requirements as found in the Commission's Minimum Telephone Service Standards at 4901:1-13.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.6 CUSTOMER RELATIONS (cont.)

2.6.4 **Payment for Service**

A Customer shall be responsible for the payment of all charges for services and equipment furnished the Customer, including charges for services originated and/or charges accepted at the Customer telephone. Failure to receive a bill or disconnect notice does not relieve the Customer of the responsibility for payment provided the Company has followed procedures for proper Customer notification. The services or facilities furnished by the Company may be suspended for failure of the Customer to pay any sum due as set forth under Sections concerning discontinuance of service. Billing of the Customer's service will comply with the Commission's Minimum Telephone Service Standards at Rule 4901:1-5-15.

A. Subscriber Bills

1. Subscriber bills for local services shall be rendered monthly, unless a different schedule is requested by the Subscriber, and state the following:
 - a. The Company's name, toll free telephone number(s) and e-mail address and/or website, if applicable, for Subscriber inquiries about the bill;
 - b. The Subscriber's name, billing address, telephone and/or account numbers;
 - c. The date of the bill, the beginning and ending dates of the billing period, and the due date of the bill;
 - d. The current month's charges, all credits applied to the account during the current billing period, all unpaid charges from previous bills, and all late payments;
 - e. All charges for regulated competitive telecommunications services;
 - f. All charges for local extended area service calls, including any usage-sensitive charges for such calls, if applicable;
 - g. All nonrecurring, fractional, or non-basic service charges;
 - h. All charges for non-regulated services or products that appear on the Subscriber's bill;

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.6 CUSTOMER RELATIONS (cont.)

2.6.4 Payment for Service (cont.)

A. Billing and Charges (Cont'd)

- i. All applicable taxes and surcharges, including a brief description;
- j. All 9-1-1 charges in a clearly identifiable manner, if applicable;
- k. The total amount to be paid, including a statement as to how and where to pay the bill;
- l. An explanation of codes and abbreviations used; and
- m. The following statement:

If your questions are not resolved after you have called the Company, customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TYY toll free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.puco.ohio.gov.

Residential customers may call the Ohio Consumers' Counsel (OCC), toll free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays, or visit the OCC website at www.pickocc.org.

- 2. A listing of current charges on a Subscriber's bill for local service must include an itemization of all charges, the type of service, and call characteristics. Subscribers bills will conform to the requirements of 4901: 1-5-15, O.A.C.

B. Pro Rating of Charges

- 1. Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month will be pro rated.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.6 CUSTOMER RELATIONS (cont.)

2.6.4 Payment for Service (cont.)

C. Suspended or Disconnected Service

1. Should service be suspended for nonpayment of charges, it will be restored only as provided for in this Tariff.
2. When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.

D. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill, but before the due date of the next bill if a Customer so requests. Other payment arrangements may be agreed on depending upon individual circumstances. If the Customer does not fulfill the terms of such payment arrangements, the Company shall have the right to disconnect service.

E. Bright CLEC, LLC will comply with the billing requirements as found in the Commission's Minimum Telephone Service Standards at Rule 4901:1-5-15.

F. Late Payment Charge

All charges are due on or before the due date set forth in the customer bill. The postmarked date of mailed remittances will be deemed the date of payment.

A late payment charge of \$2.00 or 1%, whichever is greater, remaining on any bill not paid by the 15th day after the bill is rendered will be assessed. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.6 CUSTOMER RELATIONS (cont.)

2.6.5 Disputed Bills

- A. In the event of a dispute between a Customer and the Company regarding any bill for utility service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the Customer and, in the event the dispute is not resolved, shall inform the Customer of the complaint procedures of the Commission.
- B. A Customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute. The Customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.
- C. Any Customer or Applicant for service requesting the opportunity to dispute any action or determination of the Company under the Customer service rules as set out in the Company's Tariff shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately following the Customer's request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review. If the Customer chooses not to participate in such review or to make arrangements for such review to take place within thirty (30) days after requesting it, the Company may disconnect service, providing notice has been issued under standard disconnect procedures. Any Customer who is dissatisfied with the review by the Company will be informed of their right to file a complaint and/or request a hearing before the Commission. The results of the supervisory review must be provided in writing to the Customer within ten (10) days of the review.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.7 LIABILITY OF THE COMPANY

2.7.1 Service Irregularities

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount of equivalent to the proportionate Local Service Charge to the Customer for the period of service during which such service irregularities occur and continue.

However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, which are caused or contributed to by the negligence or willful act of the Customer, Authorized User, or Joint User or which arise from the use of Customer provided premise equipment shall not result in the imposition of any liability whatsoever upon the Company.

2.7.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other Company or companies furnishing a portion of such service.

2.7.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the Customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof.

2.7.4 Defacement of Premise

The Company is not liable for any defacement or damage to the premise of a Customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premise unless such damage is created by the Company's negligence or intentional.

SECTION 2. GENERAL RULES AND REGULATIONS (cont.)

2.8 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

2.8.1 General

Arrangements will be developed on an individual case basis in response to bonafide requests from a Customer or Applicant to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for the services in this Tariff. ICB rates will be offered to the Customer or Applicant in writing and on a non-discriminatory basis. ICB rates and/or contracts will be filed with the Commission.

2.9 TEMPORARY PROMOTIONAL PROGRAMS

2.9.1 General

The Company may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

SECTION 3. SERVICE CHARGES

3.1 DEFINITIONS

3.1.1 Account

A Customer's record relating to his/her service or equipment billed to a telephone number. Service may be located on one (1) or more premise as long as it is part of his/her main telephone system and billed to the main telephone number.

3.1.2 Service Charge Elements

A. Service Order Charge

The Company's charge associated with the receipt, recording and processing of information in connection with a Customer's or Applicant's request for service to be provided to the same account, at the same time and on the same premise or continuous property.

B. Customer Premise Visit Charge

The Company's charge associated with a trip to the Customer/Applicant's premise to comply with the Customer/Applicant's request to establish service.

3.2 APPLICATION OF CHARGES

3.2.1 General

- A. Service Charges are in addition to other rates and charges normally applied under this Tariff, and are applicable for all services furnished to the Customer as indicated throughout.
- B. The Service Charges specified in this Tariff are intended to cover costs incurred by the Company to establish, add to, or to rearrange service as requested by the Customer.
- C. The Service Charges in this Section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the Customer requests that work be performed at hours outside of the normal business hours (9:00 a.m. to 5:00 p.m.) or business week (Monday - Fri-ay), or interrupts work once begun, an additional charge applies based on the additional costs incurred by the Company.

SECTION 3. SERVICE CHARGES (cont.)

3.2 APPLICATION OF CHARGES (cont.)

3.2.1 General (cont.)

- D. Except as otherwise provided in this Section, all changes in location of Customer's equipment or service from one (1) premise to another are treated as new service connections and the appropriate Service Charges will be applied.
- E. Payment of Service Charges may be required at the time of application for service, or upon presentation of a bill. If an application for residential telephone service is accepted, the Company shall offer the option of deferred payment arrangements on telephone installation charges. If the deferred option is chosen, the installation charges shall be spread over a period of three (3) months.
- F. Service Charges are not applicable for:
 - 1. Moves or changes required for normal maintenance and repair of the Company's service.
 - 2. Change or correction in billing name or address when there is not a change in responsibility and no connection, disconnection, move or change in the service.
 - 3. An upgrade or regrade of service for Company reasons.
 - 4. The connection of telephone sets or other terminal equipment when no line connection or central office access work is required.
 - 5. Telephone number changes for Company reasons.
 - 6. When existing Customers disconnect their Local Exchange Access Service.
 - 7. Blocking access to 976 or like service, provided that the blocking is requested either at the time the telephone service is established at a new number or within sixty (60) days of the establishment of the service

SECTION 3. SERVICE CHARGES (cont.)

3.2 APPLICATION OF CHARGES (cont.)

3.2.2 Specific Application of Service Charges

A. Service Order Charges

1. Service Order Charges are applicable:
 - a. For requests to establish an account for initial connection of service.
 - b. For connection of additional local exchange access lines, private lines or detached access lines to an established service.
 - c. For changes and transfers of service involving a change in name and responsibility, except in the case of a surviving spouse who has established service.
 - d. For restoration of service disconnected for non-payment of telephone bills.
 - e. For subsequent requests for service, for restoration of service at the Customer's request, and for requests for change in class or grade of service.
 - f. For service ordered while that Customer has a pending service order and which requests services that cannot be included on the pending service order.
 - g. For additions, moves or changes of lines in the same building or in different buildings on the same premise.
 - h. For each telephone number changed at the Customer's request, including number changes to provide trunk hunting. No charge is applicable for a number change initiated by the Company.
 - i. For changes to a directory listing if a Customer requests this change more than once in a calendar year.
 - j. When two (2) or more segments of a local private line or detached access line are bridged in the central office. In this event, a Service Order Charge will apply for each segment of the affected line

SECTION 3. SERVICE CHARGES (cont.)

3.2 APPLICATION OF CHARGES (cont.)

3.2.2 Specific Application of Charges (Cont'd)

B. Customer Premise Visit Charge

1. A Premise Visit Charge is applicable when a trip to the Customer's premise is required to complete work requested by a Customer, as shown on the related Service Order.
2. Only one (1) Premise Visit Charge will apply in connection with the same service order.
3. A Premise Visit Charge is not applicable to complete disconnection of service or a change in service or facilities initiated by the Company.

3.3 SCHEDULE OF SERVICE CHARGES

	<u>Business</u>	<u>Residence</u>
A. Service Ordering Charge:		
1. For connecting new or additional central office lines, per Service Order		
Initial Order	\$ 11.00 - \$ 60.78	\$ 9.85 - \$ 46.90
Subsequent Orders	\$ 9.00 - \$ 27.05	\$ 7.95 - \$ 23.95
2. For moving or changing existing service and equipment or adding new or additional service and equipment other than central office lines, per Service Order	\$ 8.00 - \$ 41.55	\$ 8.00 - \$ 28.85
B. Premise Visit Charge – Business and Residential		
1. For premise visit associated with installation of service or other services requiring a technician premise visit.		
First 15 minutes	\$ 9.20 - \$ 64.70	
Each additional 15 minutes	\$ 3.60 - \$ 13.60	

SECTION 3. SERVICE CHARGES (cont.)

(D)

3.4 TERMINATION CHARGE

3.4.1 General

The Customer will be responsible for any specialized engineering costs incurred up to the order cancellation date. Specialized engineering costs are assessed only when unusual and non-customary circumstances are involved with a specific order. If specialized engineering costs are involved, the Customer will be made aware of such costs prior to the ordering of service. If a Customer terminates services prior to the expiration of a contract, the Customer will be responsible for charges within the minimum contract period or the rules of the Fresh Look provision.

3.5 RETURNED CHECK CHARGE

3.5.1 General

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business. Under appropriate circumstances, the Company may waive the dishonored check charge.

\$5.00 - \$50.00 per occurrence

SECTION 3. SERVICE CHARGES (cont.)

3.6 RESTORATION OF SERVICE CHARGE

3.6.1 General

When service is temporarily suspended for nonpayment of charges, the service will be restored upon payment of past-due charges and a Restoration of Service Charge will be applied. Payment of the service charge is not required prior to the reconnection of service; however, all past-due charges must be paid prior to reconnection. If a premise visit is necessary, additional charges will apply.

Business	\$5.00 - \$50.00 per occurrence
Residence	\$5.00 - \$50.00 per occurrence

SECTION 4. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES

4.1 CONNECTION ON CUSTOMER PREMISE

4.1.1 General

Terminal equipment, inside wiring and/or communications systems may be connected at the Customer's premise to facilities furnished by the Company for telecommunications services, subject to the conditions and rates set forth in this Section and as otherwise provided in these Tariffs.

4.1.2 Responsibility of the Company

- A. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided terminal equipment, inside wiring or communications system. Telecommunications Services are not represented as adapted to the use of all types of terminal equipment or communications systems. Where terminal equipment or communication systems are used with Telecommunications Services, the responsibility of the Company shall be limited to the furnishing of service components suitable for Telecommunications Services and to the design, maintenance and operation of service components in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.
- B. At the Customer's request the Company will provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with Telecommunications Services.
- C. The Company may make changes in its Telecommunications Service, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the FCC rules. If such changes can be reasonably expected to render any Customer's terminal equipment incompatible with Telecommunications Service, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the Customer will be given adequate notice at least thirty (30) days in advance, in writing, to allow the Customer an opportunity to maintain uninterrupted service.
- D. The Company shall not be responsible to the Customer if such changes, which are not inconsistent with Part 68 of the FCC Rules and Regulations, renders the Customer-provided terminal equipment, protective circuitry, or communications systems obsolete or require modification or alteration of such equipment.

SECTION 4. CUSTOMER PROVIDED EQUIPMENT AND FACILITIES (cont.)

4.1 CONNECTION ON CUSTOMER PREMISE (cont.)

4.1.3 Liability of the Company

- A. The Company will not be responsible for any loss, damage or any impairment or failure of service arising from, or in connection with, the use of terminal equipment.
- B. The Company will not be liable for damages arising out of injuries to persons or property caused by the Customer-provided terminal equipment from voltages or currents transmitted over the facilities of the Company.

4.1.4 Responsibility of the Customer

- A. Upon request of the Company, the Customer shall give proper notice of intention to the Company when connection of terminal equipment or protective circuitry is made. The Customer also shall provide to the Company the line(s) to which such connection is to be made, the FCC Registration Number and the Ringer Equivalence of the registered terminal equipment or registered protective circuitry, so as to comply with the FCC Rules and Regulations.
- B. The operating characteristics of Customer-provided terminal equipment, inside wiring or communications systems shall be such as to not interfere with any of the services offered by the Company, and shall conform to the network protection criteria set forth in this Section. In addition, terminal equipment and facilities shall be operated within the limits set forth below:
 - 1. The safety of Company employees or the public cannot be endangered.
 - 2. Operation of the equipment and facilities cannot damage, require change in, or alteration of, the equipment or other facilities of the Company.
 - 3. No interference with the proper functioning of Company equipment or facilities.
 - 4. The operation of the equipment and facilities cannot impair the operation of the Company's facilities or otherwise injure the public in its use of the Company's services.

SECTION 4. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES (cont.)

4.1 CONNECTION ON CUSTOMER PREMISE (cont.)

4.1.4 Responsibility of the Customer (cont.)

- C. Upon suitable notification to the Customer, the Company may make such tests and inspections as may be necessary to determine that the above requirements are being fulfilled in connection with the installation, operation and maintenance of Customer-owned facilities or equipment. The Company may interrupt the connection if at any time such action should become necessary in order to protect any of its services because of departure from these requirements.
- D. Upon notice from the Company that the terminal equipment of the Customer is causing or is likely to cause hazard or interference, the Customer shall make such changes as may be necessary to remove or prevent such hazard or interference, and shall confirm in writing to the Company within ten (10) days following receipt of notice from the Company that such changes have been made. When immediate action is required to protect the Company's facilities from hazards caused by terminal equipment, the Company may immediately take such action as is necessary without prior notice to the Customer. As soon as possible after such action is taken, the Company will inform the Customer of the nature of the hazard and the type of remedial action taken. Failure of the Customer to remove the hazard or make remedial changes in the terminal equipment or to give the required written confirmation to the Company shall result in suspension of the Customer's service until such time as the Customer complies with the provisions of this Tariff.
- E. The Customer indemnifies and saves the Company harmless against claims for infringements of patents arising from combining terminal equipment used in connections with facilities of the Company.

4.1.5 Connection at Hazardous or Inaccessible Locations

Terminal equipment and facilities which serve a location which the Company considers impractical to serve because of hazard or inaccessibility may be used or connected with facilities of the Company for Telecommunications Service through connecting equipment furnished by the Company.

SECTION 4. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES (cont.)

4.1 CONNECTION ON CUSTOMER PREMISE (cont.)

4.1.6 Connections of Registered Equipment

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the Customer's premise to the telecommunications network, subject to Part 68 of the FCC Rules, and the provisions of this Tariff.

1. All combinations of registered equipment and associated non-registered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules are continually satisfied. The Company may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.

B. Premise Wiring Associated With Registered Communications Systems

1. Protected premise wiring requiring acceptance testing for imbalance is premise wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Company's facilities.
2. Unprotected premise wiring is all other premise wiring.
 - a. Customers who intend to connect premise wiring other than fully-protected premise wiring to the telephone network shall give advance notice to the Company and comply with the procedures specified in Part 68 of the FCC Rules, or as otherwise authorized by the FCC.

SECTION 4. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES (cont.)

4.1 CONNECTION ON CUSTOMER PREMISE (cont.)

4.1.6 Connections of Registered Equipment (Cont'd)

3. The Company may invoke extraordinary procedures as specified in Part 68 of the FCC Rules where one or more of the following conditions are present:
 - a. Information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely.
 - b. A failure has occurred during acceptance testing for imbalance; or
 - c. Harm has occurred and there is reason to believe that this harm was a result of wiring operations performed under Part 65.
4. In addition, the Company may monitor or participate in acceptance testing for imbalance, or may inspect other than fully-protected premises wiring installations as set forth in Part 68 of the FCC Rules.

C. Connections Involving National Defense and Security

In certain cases, Part 68 of the FCC Rules permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Company that:

1. The connection is required in the interest of national defense and security;
2. The equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or Company employees; and
3. The work is supervised by an installation supervisor who meets the qualifications stated in Part 65.

SECTION 4. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES (cont.)

4.2 RECORDING OF TWO-WAY TELEPHONE CONVERSATIONS

4.2.1 General

- A. Telecommunications Services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services consistent with state and federal regulations.
- B. The voice recording equipment shall be so arranged that, at the will of the user, it can be physically connected to and disconnected from the services of the Company or switched on and off.
- C. The Federal Communications Commission has established exceptions to these requirements in cases of recording of: calls to and from emergency numbers involving health, safety, police, public utilities and road service; calls made by the U.S. Department of Defense Emergency Command Centers and U.S. Nuclear Regulatory Commission Operations Centers; calls made from patently unlawful purposes (such as bomb threats, kidnap ransom requests and obscene telephone calls); calls made by the U.S. Secret Service concerning Presidential security; and calls made by law enforcement or intelligence authorities acting under color of law.
- D. The Telephone Company will comply with all state and federal regulations in regard to the recording of two-way telephone conversations. A copy of federal and state policies will be available at the Telephone Company's business office and may be obtained during regular business hours.

SECTION 4. CUSTOMER-PROVIDED EQUIPMENT AND FACILITIES (cont.)

4.3 SERVICE CHARGES

4.3.1 Failure of Acceptance Tests

If the premise wiring of communications systems fails acceptance tests monitored by, or participated in by, the Company as provided in Section 65.215 of the FCC's code and/or if the wiring has caused harm to the network, the Customer shall agree to pay the Company an amount based on the costs of activities performed by its employees.

4.3.2 Line Conditioning or Treatment

Should a Customer's line require treatment or conditioning other than that which would normally be required to operate a local loop because of the connection of Customer premise equipment or transmission of data, the Customer will be required to bear the cost that exceeds normal engineering standards for local loops. The cost will be determined on an individual cost basis.

4.3.3 Damages to Facilities

Customers providing their own premises equipment shall reimburse the Company for the cost of damages or changes requested by the Customer to facilities or equipment of the Company, caused by the negligence or willful act of the Customer or resulting from improper use of Company facilities, or due to the malfunction of any facilities or equipment provided by other than the Company.

SECTION 5. PRIVATE LINE TELEPHONE SERVICE

5.1 GENERAL

- A. Private Line Telephone Service provides a dedicated transmission path to connect Customer designated premise, directly, through a Company hub or hubs where bridging or multiplexing functions are performed, or to connect a Customer designated premise and a WATs serving office. Private Line Telephone Service includes all exchange access not utilizing the Company's switching equipment.
- B. The connections provided by Private Line Telephone Service can be either analog or digital.
- C. Company services may be connected to services or facilities of other communications carriers only where authorized by, or in accordance with, the terms and conditions of any Tariffs of such other communications carriers.
- D. All facilities required for this service are furnished by the Company on a full period basis only.
- E. The service equipment and channels provided under this Section are not furnished for the commercial transmission of communications between servicing area(s) and not for the use in competition with any form of service rendered by the Company or its connecting companies.
- F. Where special or unusual configurations are required for this service, one that has limited requirements by other Customers of the Company, either an Installation Charge or Termination Charge may be required at the option of the Company. Such charge will be at least equal to the nonrecovered in plant cost plus taxes, overhead and profit.
- G. When multi-point service is furnished, the local channels are bridged at the wire center.

(D)

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.2 SERVICE CONFIGURATIONS

There are two (2) types of service configurations over which Private Line Telephone Service can be furnished: two (2) point and multi-point service.

A. Two (2) Point Service

A two (2) point service connects two (2) Customer designated premises, either on a directly connected basis or through a hub where multiplexing functions are preformed, or a Customer designated premise and a WATS serving office.

B. Multi-Point Service

Multi-point services connect three (3) or more Customer designated premises through one (1) or more Company hubs.

The channel between hubs (i.e. bridging locations) on a multi-point service is a mid-link. There is no limitation on the number of mid-links available with multi-point service. However, when more than three (3) mid-links are provided the quality of service may be degraded.

Multi-point service utilizing a customized technical specification package will be provided when technically feasible. If the Company decides that the requested parameter specifications are not compatible, the Customer will be advised and given an opportunity to change the order. When a customized channel is ordered, the Customer will be notified whether Additional Engineering Charges apply. In such cases, the Customer will be advised and given the opportunity to change the order.

C. Basic rate elements are listed in Section 5.3.1 following.

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.3 DESCRIPTIONS

(T)

5.3.1 Basic Rate Categories

- A. Channel Termination. The Channel Termination rate category provides for the communications path between a customer-designated premises and the serving wire center of that premise. One Channel Termination charge applies per customer-designated premises at which the channel is terminated.
- B. Channel Mileage Termination. The Channel Mileage Termination rate category provides for the termination of transmission facilities between the serving wire centers associated with two customer-designated premises.
- C. Channel Mileage. The Channel Mileage rate category provides for the transmission facilities between the serving wire centers associated with two customer-designated premises. The channel mileage charge applies on a per mile basis of interoffice transport.
- D. Non-Wire Center Connected Channels (Point to Point) is Private line Service connecting two customer premises without going through a Company wire center or hub.
- E. Optional features and functions are items that may be added to service to improve quality or meet specific communications requirements. Such items may include signaling, conditioning, transfer arrangements, protection switching ,etc. The Company's philosophy will be to include as many of such options as is reasonable in the base price of the Private Line Service. Some Optional features are included in this tariff as listed in Section 5.3.2, but the list is not all-inclusive. As additional options and features are added to the available list of services, each definition and rate will be added to the appropriate section of this tariff. The Company reserves the right to suggest a charge for non-standard features not included in this tariff, and to then tariff the item upon sale to a subscriber. (T)

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.3 DESCRIPTIONS (cont.)

5.3.2 Voice Grade Service

A. Basic Channel Description

A voice grade channel is a channel which provides voice frequency transmission capability in the normal frequency range of 300 to 3,000 Hz and may be terminated two (2) wire or four (4) wire.

B. Optional Features and Functions

1. Central Office Bridging Capability

Both voice and data bridging are available.

2. C-Type Conditioning

C-Type conditioning is provided for the additional control of attenuation distortion and envelope delay distortion on data services. The attenuation distortion specifications for C-Type conditioning are delineated in Technical Reference TR-TSY-0003335.

3. Improved Return Loss

On effective four (4) wire transmission at four (4) wire point of termination (applicable to each two (2) wire port), improved return loss provides for a fixed 600 ohm impedance, variable level range and simplex reversal. Company equipment is required at the Customer premise where this option is ordered.

4. Signaling Capability

Signaling capability provides for the ability to transmit signals from one (1) Customer premise to another Customer premise on the same service.

5. Selective Signaling Arrangement

An arrangement that allows code selective ringing for up to ten (10) codes on a multi-point service.

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.3 DESCRIPTIONS (cont.)

5.3.2 Voice Grade Service (cont.)

B. Optional Features and Functions (cont'd)

6. Transfer Arrangement

An arrangement that affords the Customer an additional measure of flexibility in the use of an access channel. The arrangement can be used to transfer a leg of a private line service to another channel that terminates in either the same or different Customer premise. A key activated or dial-up control is required to operate the transfer arrangement. A spare channel, if required, is not included as part of this option.

5.3.3 Digital Data Service

(T)

A. Basic Channel Description

A digital data channel is a channel for duplex four (4) wire transmission of synchronous serial data at the rate of 56 or 64 Kbps. The actual bit rate is a function of the channel interface selected by the Customer. The channel provides a synchronous service with timing provided by the Company to the Customer in the received bit stream. Digital data channels are provided as either hubbed or non-hubbed between Customer designated premises or between a Customer designated premise and a Company hub or hubs.

The Company will provide a channel capable of meeting monthly average performance equal to or greater than 99.875% error free seconds, if provided through a digital data hub, or if it is provided through a CSU equivalent which is designated, manufactured, and maintained to conform with the specifications contained in Technical Reference PUB 62310.

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.3 DESCRIPTIONS (cont.)

5.3.3 Digital Data Service (cont.)

A. Optional Features and Functions

1. Central Office Bridging

Provides the connection of one digital data circuit to another digital data circuit without interrupting the integrity or continuity of either circuit. This service is available where digital hubs are available.

5.3.4 High Capacity Service

A. Basic Description

A high capacity channel is a channel for the transmission of 1.544 or 44.736 Mbps isochronous serial data. The actual bit rate is a function of the channel interfaces selected by the Customer.

The Customer may provide the Network Channel Terminating Equipment associated with the high capacity channel at the Customer's premise.

A channel with the technical specifications of HC1 will be capable of an error free performance of 95.75% over a continuous twenty-four (24) hour period as measured at the rate of 1.544 Mbps rate through a CSU equivalent which is designed, manufactured and maintained to conform with the specifications in Technical Reference PUB 62411.

B. Optional Features and Functions

1. Transfer Arrangement

An arrangement that affords the Customer an additional measure of flexibility in the use of an access channel. The arrangement can be used to transfer a leg of a private line service to another channel that terminates in either the same or a different Customer premise. A key activated or dial-up control is required to operate the transfer arrangement. A spare channel, if required, is not part of this option.

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.3 DESCRIPTIONS (cont.)

5.3.4 High Capacity Service (cont.)

B. Optional Features and Functions (Cont'd)

2. Central Office Multiplexing

DS3 to DS1. This is an arrangement that converts a 44.736 Mbps channel to twenty-eight (28) DS1 channels using digital time division multiplexing.

DS1 to Voice. This is an arrangement that converts a 1.544 Mbps channel to twenty-four (24) channels for use with voice grade service.

5.3.5 Channelized DS-1

A. Basic Description

Channelized DS-1 provides channelization capability for the customer at the company's central office. Channelized DS-1 is provided in packets based upon multiple voice grade channel equivalents (DS0) where 24 voice grade channels are equal to a DS-1. The service provides local channels or interoffice channels for network access, Centrex station lines, off-premise extensions and digital data lines.

Channelization is provided by D type channel banks. The customer may channelize all or part of a DS-1 to activate voice and data facilities. Individual channels may be connected with service offerings in other parts of this tariff as appropriate.

The Customer must provide the Network Channel Terminating Equipment associated with the high capacity channel at the Customer's premise. Customer equipment must be compatible with the Company provided channelization at the central office. The customer must be prepared to activate his portion of joint service in a timely manner on the negotiated due date.

A channel with the technical specifications of HC1 will be capable of an error free performance of 95.75% over a continuous twenty-four (24) hour period as measured at the rate of 1.544 Mbps rate through a CSU equivalent which is designed, manufactured and maintained to conform with the specifications in Technical Reference PUB 62411

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.3 DESCRIPTIONS (cont.)

5.3.5 Channelized DS-1 (cont.)

B. Optional Features and Functions

1. Transfer Arrangement

An arrangement that affords the Customer an additional measure of flexibility in the use of an access channel. The arrangement can be used to transfer a leg of a private line service to another channel that terminates in either the same or a different Customer premise. A key activated or dial-up control is required to operate the transfer arrangement. A spare channel, if required, is not part of this option.

2. Central Office Multiplexing

- a. DS3 to DS1. This is an arrangement that converts a 44.736 Mbps channel to twenty-eight (28) DS1 channels using digital time division multiplexing.
- b. DS1 to Voice. This is an arrangement that converts a 1.544 Mbps channel to twenty-four (24) channels for use with voice grade service.

3. Integrated Voice and Data Product

An arrangement that combines voice and data lines over the same access channels. Voice channels are priced per appropriate service elsewhere in this tariff. There is a monthly recurring cost per 64 Kb data channel, a monthly recurring charge for Data Access, and a non-recurring charge per data channel

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.3 DESCRIPTIONS (cont.)

5.3.6 Channelized DS-3

A. Basic Description

Channelized DS-3 provides channelization capability for the customer at the company's central office. Channelized DS-1 is provided in packets based upon multiple voice grade channel equivalents (DS0) where 24 voice grade channels are equal to a DS-1 and 28 DS-1s are equal to a DS-3 for a total of 672 channels. The service provides local channels or interoffice channels for network access, Centrex station lines, off-premise extensions and digital data lines.

Channelization is provided by D type channel banks. The customer may channelize all or part of a DS-3 to activate voice and data facilities. Individual channels may be connected with service offerings in other parts of this tariff as appropriate.

The Customer must provide the Network Channel Terminating Equipment associated with the high capacity channel at the Customer's premise. Customer equipment must be compatible with the Company provided channelization at the central office. The customer must be prepared to activate his portion of joint service in a timely manner on the negotiated due date.

5.3.7 Network Access Service

A. Basic Description

Network Access Service is applicable when local trunks of any nature are provisioned over Channelized DS-1, Channelized DS-3 or ISDN PRI. These charges are for supplying the trunks in a digital channelized fashion rather than purchasing individual trunks delivered on an analog basis. There are no measured usage charges with network access service and all rates are a flat amount per month per trunk.

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.4 INTEGRATED SERVICES DIGITAL NETWORK (ISDN)

ISDN service allows for the integration of voice and non-voice (data) on a single telephone access line. ISDN service consists of a digital service line that provides digital termination capabilities to the customer's premise and allows for the simultaneous transmission of voice and data traffic. Basic service capabilities, customized features and optional features are available.

5.4.1 Service Description

- A. Digital Service Line – Provides the digital central office termination, via a Basic Rate Interface, that has the potential to support digital transmission of voice and data to the customer's premise. One digital service line comes standard with any ISDN class of service capabilities, customized features or optional features. Each digital service line comes equipped with the following standard features:
 - 1. Drop – Allows the user to drop the last party added to a three-way/conference call.
 - 2. Transfer – Allows the user to transfer a call to another terminal.
 - 3. Hold – Allows the user to place call on hold by pressing the function button.
 - 4. Three-way Calling – Allows the user to include a third party in the call.
- B. Circuit Switched Voice and Data Services – establishes a connection between two terminals where network resources are dedicated throughout the duration of the call.

5.4.2 Basic ISDN Service Capabilities

The digital service line provides a combination of up to two B Channels and one D Channel. Each B Channel is capable of transmitting up to 64 Kbps for Circuit Switched Voice, Circuit Switched Data or High Speed Packet Switched Data. The D Channel is a 16 Kbps channel and is used for signaling as well as transmission of packet switched data. The Company's Basic offering is a BRI with two B channels and one D channel. Other combinations are possible, and to the extent that other combinations do not incur significant additional company costs, the intent is for other ISDN combinations of channels to cost the same as the Basic BRI. Options that cannot be offered for the basic price will be configured and sold on an individual case basis.

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.4 INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

5.4.3 Regulations

- A. The rates specified for ISDN Service contemplate the availability of existing compatible facilities from the normal serving wire center which must be a digital ISDN equipped central office entity. If such facilities are required to provide ISDN Service, a charge based on the cost incurred may apply in addition to the rates for this service. These charges may be in the form of a nonrecurring and/or monthly charge.
- B. ISDN Service must include a digital service line and at least one (1) basic service capability.
- C. The minimum service period for ISDN Service is 12 months.
- D. An individual directory number will be assigned for each digital service line.
- E. The customer must provide Customer Premises Equipment (CPE) that complies with the ISDN requirements of the Company.

5.4.4 Termination Charges

- A. If ISDN Service is terminated prior to the expiration of the minimum service period, the customer shall be required to continue paying the applicable charges for the remainder of the minimum service period.

5.4.5 ISDN PRI

- A. ISDN PRI provides a method for high speed end-to-end DS1 capacity that provides the Customer access to switched services in the Company's Central Office. The service can carry voice, data and video simultaneously. Traffic can be inward or outward or a combination of both. This is controlled by the Customer's premise equipment.
- B. The minimum service period for ISDN PRI is one month.
- C. ISDN PRI is a service for the transmission of digital signals only
- D. The minimum service period of ISDN PRI is one month.

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.4 INTEGRATED SERVICES DIGITAL NETWORK (ISDN) (cont.)

5.4.5 ISDN PRI (Cont'd)

- E. A standard service consists of up to twenty-three "B" channels and one "D" channel at a total speed of 1.544 Mbps. The D channel is used for signaling. B channels are used for voice, data and/or video delivery.
- F. ISDN PRI service between a serving wire center and a customer location will be charged at a rate per Basic PRI. Interoffice Channels between central offices will be charged based upon airline distance between offices.

The customer may choose any number of channels up to 23 B channels. There is a charge per PRI channel in use.

There is a Service Establishment Charge applicable to each ISDN PRI in addition to any installation nonrecurring charge. This fee is for the ordering, recording, provisioning and engineering required with a customers request for ISDN PRI. Additionally, there is a Service Change Charge applicable to move or transfer an ISDN PRI service line.

5.4.6 ISDN PRI Plus

- A. ISDN PRI Plus provides an ISDN based T-1 access to the network and includes the flexibility of multiple voice and/or data transmission channels on the same line. The basic channel structure for ISDN PRI is twenty-three 64 Kbps B channels and one 64 Kbps D channel. The customer has the option to activate up to 23 B Channels on the First ISDN PRI Plus service arrangement and up to 24 B Channels on subsequent arrangements. One primary Directory listing will be furnished at no charge for each ISDN PRI Plus service B Channel.
- B. ISDN PRI Plus is a service for the transmission of digital signals only.
- C. The minimum service period for ISDN PRI Plus is one month.
- D. ISDN PRI Plus service between a serving wire center and a customer location will be charged at a rate per Basic PRI. Interoffice Channels between central offices will be charged based upon airline distance between offices. There is a charge per PRI channel in use. Separate charges apply for Digital Data Channels or Inward Dial Channels.
- E. There is a Service Establishment Charge applicable to each ISDN PRI in addition to any installation nonrecurring charge. This fee is for the ordering, recording, provisioning and engineering required with a customer's request for ISDN PRI. Additionally, there is a Service Change Charge applicable to move or transfer an ISDN PRI service line.

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.5 PRIVATE LINE RATES AND CHARGES

(D)

(D)

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.5 PRIVATE LINE RATES AND CHARGES (cont.)

(D)

(D)

SECTION 5. PRIVATE LINE TELEPHONE SERVICE (cont.)

5.5 PRIVATE LINE RATES AND CHARGES (cont.)

(D)

(D)

SECTION 6. NETWORK SERVICES

6.1 Digital Access Service

Digital Access Service (DAS) provides Customers with inbound and outbound digital access and transport capability to and from the public switched telephone network or other telecommunications facilities via a DS-1 signal. DAS is available under two distinct pricing plans, Plan A or Plan B, with the appropriate plan determined by the Company based on the Customer's usage profile as described herein.

This service is only available to Customers located in buildings that are served by the Company's network or in hybrid digital access buildings. This service is only available within calling areas served by Company NXXs. The Company reserves the right to reconfigure the network as necessary, which could include moving rate centers from one switch serving area to another, which may affect Customer charges.

Rates and charges for this service are exclusive of all other rates and charges for Company services. End users may incur local usage, toll or other charges in accordance with services they have purchased from the Company or their local exchange service provider.

This service is only available where facilities and operating conditions permit.

6.1.1 Plan A – Inbound Services

This service is for Customers whose traffic would otherwise pose a risk of call blocking on the Company's network due to unusually long call holding times and/or unusual traffic patterns. Plan A service arrangements are designed for data applications, which terminate into Customer Premises Equipment (CPE). (T)

This service does not provide for E-911 or Operator Services connectivity and the Customer must separately arrange for local exchange service from the Company or another certificated local exchange service provider to obtain such connectivity.

SECTION 6. NETWORK SERVICES (con't)

6.1 Digital Access Service (con't)

(N)

6.1.2 Plan B

6.1.2.1 Plan B – Inbound, Outbound, Two-Way Services

This service is for Customers whose traffic patterns are other than those described in 6.1.1. Plan B can be arranged as inward-only, including Direct Inward Dialing service, outward-only, or two-way, and may include voice or data applications.

6.1.2.2 Plan B – High Volume

This service is for customers anticipating high volume outward-only or two-way traffic. A minimum of 20 Plan B High Volume PRIs is required per customer. The minimum term for this option is one year. A per-minute average rate will apply should customers exceed allotted minutes of use. Customers must purchase a Digital Access Loop at the current tariffed rate. Caller ID and Hunting will be included, all other features may be added at the current tariffed rate.

6.1.3 Rate Element Descriptions – Standard Features (Plans A and B)

6.1.3.1 DS-1 Control Office Access Port

The port is used to connect the Digital Access Loop to the Company's serving switch. Monthly recurring and non-recurring installation charges apply per DS-1 ordered. Three access port options are available.

(N)

SECTION 6. NETWORK SERVICES (con't)

6.1 Digital Access Service (con't)

(N)

6.1.3 Rate Element Descriptions – Standard Features (Plans A and B) (con't)

6.1.3.1 DS-1 Control Office Access Port (con't)

Option 1 (23B + Primary D Channel): The Company provisions 23, 64Kbps Bearer (B) channels and one 64Kbps Delta (D) channel over a 1.544Mbps DS-1 transport facility.

- All 23 64Kbps Bearer channels must originate in one Company switch and physically terminate within the same rate center as the Customer's physical location.
- Available only within calling areas served by Company NPA-NXXs.
- May be combined with Option 2 to form a larger DAS Serving Arrangement, up to a maximum of 478 64Kbps B channels or 20 DS-1 facilities. Each DAS Serving Arrangement requires the purchase of at least one Option 1.
- Provides one rate center per DAS Serving Arrangement within a single Company switch local serving area.

Option 2 (24B): The Company provisions 24, 64Kbps Bearer channels over a 1.544Mbps DS-1 transport facility. The 24 Bearer (B) channels in Option 2 are controlled by the Delta (D) channel from Option 1.

- The Customer may order DAS arrangements that combine an Option 1 configuration with multiple Option 2 configurations to form a larger trunk group (up to a maximum of 478 64Kbps B channels). The Company requires a minimum purchase of one Option 1 configuration per DAS arrangement; therefore, the Company will not provision Option 2 as a stand-alone product.
- All 24 64Kbps Bearer channels must originate in one Company switch and physically terminate within the same rate center as the Customer's physical location.
- Provides one rate center per DAS Serving Arrangement within a single Company switch local serving area.

(N)

SECTION 6. NETWORK SERVICES (con't)

6.1 Digital Access Service (con't)

(N)

6.1.3 Rate Element Descriptions – Standard Features (Plans A and B) (con't)

6.1.3.2 Digital Access Loop

The Digital Access Loop is a digital 1.544Mbps DS-1 trunk facility ordered from the customer premises to the Company network point of presence, or from the Customer collocation space within the Company network point of presence. A Digital Access Loop must be purchased on every order associated with the purchase of a Central Office Port (Options 1 and 2). Digital Access Loops are not for sale without Options 1 or 2. Monthly recurring and non-recurring installation charges apply per DS-1 ordered. The Digital Access Loop is offered only where facilities and operating conditions permit and is not offered across LATA boundaries. The Digital Access Loop charge will be waived if the Customer is collocated.

6.1.3.3 DAS Subgroup

This feature allows Customers who subscribe to multiple associated service types within a single DAS Serving Arrangement to create subgroups, thereby dedicating a certain number of channels to a particular service type. DAS subgroup is available with Plan B only.

6.1.3.4 Caller Identification

This feature displays the billing phone number of the calling party on specially designed customer-provided telephone equipment. Caller ID will only be provided when the phone number information is available to the Company. Caller ID will provide the phone number only.

6.1.3.5 Hunting Within a DAS Subgroup/Arrangement

This feature provides the ability to send traffic from one DAS to another within the same DAS Service Arrangement. Hunting within a DAS Arrangement may be sequential or uniform call distribution. DAS Service Arrangements may only be comprised of DAS from one Plan (Plan A or Plan B).

(N)

SECTION 6. NETWORK SERVICES (con't)

6.1 Digital Access Service (con't)

(N)

6.1.4 Rate Element Descriptions – Optional Features

6.1.4.1 DID

Enables incoming calls to be completed to CPE without attendant intervention through the out-pulsing of digits. Charges per number block apply in full, regardless of the number of DID numbers actually utilized by the Customer.

6.1.4.2 Number Block Charges

Provides the ability for the Customer to order additional telephone numbers. Charged per block of 20 phone numbers. There will be no ability to reserve numbers for future use except by purchasing number blocks (subject to availability).

6.1.4.3 Additional Trunk Phone Number

The Company will provide one (1) phone number per DAS Serving Arrangement. Individual telephone numbers are available for purchase on a per number basis as facilities and operating conditions permit.

6.1.4.4 Change

Changes relate to the reconfiguration of existing service and/or the modification of any network component. A change is per customer request and per service address. There are two pricing components involved within a change request.

1-24 = a request of 24 lines (DS-0) or less.

25+ = a request of 25 lines (DS-0) or more.

There is a separate charge for each component respectively.

(N)

SECTION 7. 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS

(N)

7.1 GENERAL

- A. The Federal Communications Commission (FCC) assigned the 811 dialing code for nationwide access to One Call Notification Systems. The 811 dialing code (“811 Service”) is a nationwide toll-free number to be used by state “One Call” notification systems for providing advanced notice of excavation activities to underground facility operators. Pursuant to PUCO Case No. 05-1306-TP-COI, 811 Service shall be made available within Ohio by May 14, 2007.
- B. The three digit 811 abbreviated dialing One Call Notification code is assigned to the approved “811 Provider” for use in providing One Call notification services to the public by way of voice grade facilities.
- C. 811 Service is available from the Company within its services area only. To provide access to 811 to end users in another company’s service area or to Competitive Local Exchange Carrier (CLEC) end users within the local calling area, the 811 Provider must make appropriate arrangements with the other company or CLEC serving that territory. The 811 Provider should work separately with competing local providers to ascertain that its end user customers will be able to reach one-call services provided by dialing 811.
- D. All 811 abbreviated dialing code calls must be local in nature and will not result in any expanded local calling area (ELCA), intraLATA toll, interLATA long distance, or pay-per-call charges to Company subscribers. However, 811 Service calls may result in local measured service charges where Company subscribers’ service plans include such charges.
- E. The 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. 811 Service is otherwise available wherever local service is accessible.

(N)

SECTION 7. 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS (continued)

(N)

7.2. OBLIGATIONS OF THE APPROVED “ONE CALL” NOTIFICATION SYSTEMS PROVIDER

- A. The 811 Provider must submit a written application for 811 Service to the Company. The 811 Provider may establish 811 Service in all or part of the Company’s exchanges. There may be only one 811 Provider per exchange.
- B. The 811 Provider’s written application to establish 811 Service in a Company local exchange must include the following:
 - 1. The local, foreign exchange, or toll free telephone number into which the Company should translate the dialed 811 abbreviated code. If the 811 Provider desires to change the telephone number into which the 811 abbreviated dialing code is translated, the 811 Provider must pay a Subsequent Switch Translation Charge as set forth in Section F. below.
 - 2. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.
 - 3. An acknowledgement of the possibility that the Commission’s assignment of the 811 abbreviated dialing code may be recalled at any time.
- C. Local Calling for Company Subscribers
 - 1. The 811 Provider, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate ELCA, intraLATA toll, interLATA long distance, or pay-per-call charges for Company subscribers.
 - 2. When the 811 Provider applies for 811 Service from the Company, the 811 Provider must supply the Company with a toll free number. The Company will translate the 811 digits into the telephone number provided by the 811 Provider.
- D. The 811 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 811 Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the 811 Provider or others, arising out of or resulting directly from the 811 Service.
- E. The 811 Provider must develop an appropriate method of responding to 811 calls directed to it out of confusion or in error by Company subscribers.

(N)

SECTION 7. 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS (continued)

(N)

7.2 OBLIGATIONS OF THE APPROVED “ONE CALL” NOTIFICATION SYSTEMS PROVIDER (continued)

- F. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.
- G. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company.
- H. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
- I. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers, and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the 811 Service.
- J. The 811 Provider must respond promptly to all complaints lodged with any regulatory authority against the 811 Service. If requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company concerning the 811 Service.
- K. The 811 Provider shall not promote the 811 Service with the use of any auto dialer or broadcasting of tones that dial the 811 abbreviated dialing code.
- L. The 811 Provider must work separately with CLECs operating and serving customers in the Company’s exchange(s) to ascertain whether 811 abbreviated dialing will be available to their end users.

(N)

SECTION 7. 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS (continued)

(N)

7.3. OBLIGATIONS OF THE COMPANY

- A. The Company will establish the 811 Service within ninety days after receipt of the 811 Provider’s completed application(s) for service or the effective date of this Tariff, whichever is later.
- B. When an 811 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with the 811 Service.
- C. The Company will route 811 calls originating from end users on the Company’s local exchange network whether they purchase service directly from the Company or from another provider reselling company service. Otherwise, the Company is not responsible for establishing 811 Service for calls originating from other telecommunications providers.
- D. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable the 811 Provider to respond to such calls at the 811 Provider-established call centers.
- E. The rates charged for 811 Service, if applicable, do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The 811 Provider must conduct such operational tests as, in the judgment of the 811 Provider, are required to determine whether the Company’s facilities are functioning properly for its use. The 811 Provider must promptly notify the Company in the event the Company’s facilities are not functioning properly.

7.4 LIABILITY

- A. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect of failure in facilities occurs.

(N)

SECTION 7 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS (continued)

(N)

7.4 LIABILITY (continued)

- B. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
- C. The Company’s entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
- D. The Commission’s local assignment and the 811 Provider’s use of the 811 abbreviated dialing code are subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Provider for any damages the 811 Provider may incur that result from a national assignment of the 811 abbreviated dialing code.
- E. The Company will make every effort to route 811 calls to the appropriate 811 Provider call center. However, the Company will not be held responsible for routing mistakes or errors.

7.5 OTHER TERMS AND CONDITIONS

- A. The 811 Service will not provide calling number information in real time to the 811 Provider. If this type of information is required, the 811 Provider must subscribe to compatible Caller ID service as described elsewhere in this Tariff.
- B. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.
- C. A written notice will be sent to the 811 Provider following oral notification when its 811 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If, after such notification, the 811 Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 811 Provider is unwilling to accept the modifications, or if the 811 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
- D. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

(N)

SECTION 7. 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS (continued)

(N)

7.6 RATES & CHARGES

- A. A Switch Translation Charge applies for each Company host central office out of which the 811 Provider orders 811 Service, as follows:
 - 1. When a Company exchange is served by more than one host central office, a Switch Translation Charge is applicable for each host central office in that exchange.
 - 2. If the 811 Provider establishes 811 Service in multiple Company exchanges serviced by the same host central office, only one Switch Translation Charge applies.
- B. A Subsequent Switch Translation Charge applies when the 811 Provider applies to change the telephone number into which the 811 abbreviated dialing code is translated. The Subsequent Switch Translation Charge is applied on a per telephone number, per host central office basis.
- C. When translating the seven or ten digit number to the 811 abbreviated dialing code, applicable Service Ordering Charges will apply.
- D. Rates:

	Nonrecurring Charge
Switch Translation Charge *	\$115.00
Subsequent Switch Translation Charge	\$115.00
Initial Service Ordering Charge	\$42.00
Subsequent Service Ordering Charge	\$26.00

* The Switch Translation Charge is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. This charge applies for each translated number if multiple numbers are required.

(N)

[RESERVED FOR FUTURE USE]

[RESERVED FOR FUTURE USE]

[RESERVED FOR FUTURE USE]

PRICE LIST

1. SERVICE CHARGES

A. Service Ordering Charge:		<u>Business</u>	<u>Residence</u>
1.	For connecting new or additional central office lines, per Service Order		
	Initial Order	\$42.00	\$35.00
	Subsequent Orders	\$26.00	\$18.00
2.	For moving or changing existing service and equipment or adding new or additional service and equipment other than central office lines, per Service Order	\$38.00	\$21.00
B. Premise Visit Charge – Business and Residential			
1.	For premise visit associated with installation of service or other services requiring a technician premise visit		
	First 15 minutes	\$58.00	\$58.00
	Each additional 15 minutes	\$12.00	\$12.00
C.	PIC Change Charge: IntraLATA and InterLATA		(T)
	Per business or residence line, trunk, or port:		I
--	Manual Process	\$5.50	
--	Electronic Process	\$1.25	
If a subscriber changes both the IntraLATA and InterLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA and InterLATA PIC change charges will apply.			I

PRICE LIST (cont.)

- | | | |
|----|--|---------|
| 2. | <u>RETURNED CHECK CHARGE</u> – Business and Residential | (M) |
| | Per occurrence | \$20.00 |
| 3. | <u>RESTORATION OF SERVICE CHARGE</u> – Business and Residential | |
| | Per occurrence | \$35.00 |

PRICE LIST (cont.)

4. PRIVATE LINE RATES AND CHARGES

A. Voice Grade Service

2-Wire Voice Grade	Non-Rec.	\$118.00
	Monthly:	
	Channel Termination	\$48.60
	Channel Mileage Term.	\$48.00
	Channel Mileage, p/mi.	\$2.00
4-Wire voice Grade	Non-Rec	\$125.00
	Monthly:	
	Channel Termination	\$58.60
	Channel Mileage Term.	\$42.00
	Channel Mileage, p/mi.	\$2.00
Central Office Bridging, per termination		
2-Wire	Monthly	\$10.50
4-Wire	Monthly	\$8.75
C-Type Conditioning	Monthly	\$6.50
Improved Return Loss	Monthly	\$3.80
Signaling Capability	Monthly	\$9.00
Transfer Arrangement	Monthly	\$150.00
Selective Signal Arrangement	Monthly	\$15.00

B. Digital Data Service

Channel Termination *	Monthly	\$118.00
	Non-Rec.	\$300.00
Channel Mileage Termination *	Monthly	\$80.00
Channel Mileage *	Per/Mile	\$1.35
Central Office Bridging	Monthly	\$35.00

All rates may be pro-rated for a partial month.

(N)

* Discounts for multiple year terms are available.

(N)

Issue Date: October 17, 2005

Effective Date: October 17, 2005

In Accordance with Case No. 05 - 1277 - TP - ZTA
Issued by the Public Utilities Commission of Ohio
Tim Berelsman, Managing Director
13888 County Road 25A, Wapakoneta, Ohio 45895

PRICE LIST (cont.)

4. PRIVATE LINE RATES AND CHARGES (cont.)

C. High Capacity Service – 1.544 Mbps

Channel Termination *	Monthly	\$271.00
	Non-Rec.	\$300.00

Channel Mileage Termination *	Monthly	\$130.00
-------------------------------	---------	----------

Channel Mileage, per mile *	Monthly	\$15.00
-----------------------------	---------	---------

Central Office Multiplexing

(D)

DS1 to DS0	Monthly	\$468.80
------------	---------	----------

Transfer Arrangement	Monthly	\$150.00
----------------------	---------	----------

D. Channelized DS-1

Channel Termination *	Monthly	\$221.35
	Non-Rec.	\$350.00

Channel Mileage Termination *	Monthly	\$125.00
-------------------------------	---------	----------

Channel Mileage, per mile *	Monthly	\$18.00
-----------------------------	---------	---------

Transfer Arrangement	Monthly	\$150.00
----------------------	---------	----------

Central Office Multiplexing

(D)

DS1 to DS0	Monthly	\$468.80
------------	---------	----------

Integrated Voice and Data Service

Data Access Charge	Monthly	\$45.00
--------------------	---------	---------

64 Kbps Data Channel	Monthly	\$112.00
----------------------	---------	----------

	Non-Rec.	\$300.00
--	----------	----------

All rates may be pro-rated for a partial month.

(N)

One-year term is required.

(N)

* Discounts for multiple year terms are available.

(N)

PRICE LIST (cont.)

(N)

4. PRIVATE LINE RATES AND CHARGES (cont.)

E. High Capacity Service – 44.736 Mbps

Channel Termination *	Monthly	\$1,750.00
	Non-Rec.	\$500.00
Channel Mileage Termination *	Monthly	\$425.00
Channel Mileage, per mile *	Monthly	\$105.00
Central Office Multiplexing		
DS3 to DS 1	Monthly	\$400.00
DS1 to DS0	Monthly	\$150.00
Transfer Arrangement	Monthly	\$150.00

F. Channelized DS-3

Channel Termination *	Monthly	\$1,750.00
	Non-Rec.	\$500.00
Channel Mileage Termination *	Monthly	\$425.00
Channel Mileage, per mile *	Monthly	\$105.00
Transfer Arrangement	Monthly	\$150.00
Central Office Multiplexing		
DS3 to DS1	Monthly	\$400.00
DS1 to DS0	Monthly	\$150.00
Integrated Voice and Data Service		
Data Access Charge	Monthly	\$15.00
64 Kbps Data Channel	Monthly	\$65.00
	Non-Rec.	\$250.00

(N)

All rates may be pro-rated for a partial month.

(N)

One-year term is required.

(N)

* Discounts for multiple year terms are available.

(N)

Issue Date: October 17, 2005

Effective Date: October 17, 2005

In Accordance with Case No. 05 - 1277 - TP - ZTA
Issued by the Public Utilities Commission of Ohio
Tim Berelsman, Managing Director
13888 County Road 25A, Wapakoneta, Ohio 45895

PRICE LIST (cont.)

4. PRIVATE LINE RATES AND CHARGES (cont.)

(M)

G. ISDN PRI

Basic PRI *	Monthly	\$550.00
	Non-Rec.	\$600.00
Line Extension *	Monthly	\$45.00, per channel
	Monthly	\$35.00, per mile
Service Establishment	Non-Rec.	\$600.00
Service Change Charge	Non-Rec.	\$400.00

H. ISDN PRI PLUS

Basic PRI PLUS *	Monthly	\$630.00
	Non-Rec.	\$600.00
Line Extension *	Monthly	\$45.00, per channel
	Monthly	\$35.00, per mile
Service Establishment	Non-Rec.	1 st ISDN PRI Plus - \$600.00 Add. ISDN PRI Plus - \$300.00
Service Change Charge	Non-Rec.	\$400.00

(M)

All rates may be pro-rated for a partial month.
One-year term is required.
* Discounts for multiple year terms are available.

(N)

(N)

(N)

Issue Date: October 17, 2005

Effective Date: October 17, 2005

In Accordance with Case No. 05 - 1277 - TP - ZTA
Issued by the Public Utilities Commission of Ohio
Tim Berelsman, Managing Director
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PRICE LIST (cont.)

5. DIGITAL ACCESS SERVICE

(Per DS-1, unless otherwise indicated)

Term / Rate Element	Monthly Recurring Charge⁺	Non-Recurring Charge	(M)
PLAN A Central Office Port Option 1	\$825.00	\$600.00	
PLAN A Central Office Port Option 2	\$750.00	\$600.00	
PLAN A Digital Access Loop**	\$300.00	\$600.00	
PLAN B Central Office Port Option 1	\$750.00	\$600.00	
PLAN B Central Office Port Option 2	\$675.00	\$600.00	
PLAN B Digital Access Loop	\$1,000.00	\$600.00	
- DAS Subgroup (PLAN B only) - Caller Identification - Hunting Within a DAS Subgroup/Arrangement	\$50.00	\$50.00	
Number Blocks (per block of 20 numbers)	\$5.50	\$100.00	
Additional Trunk Phone Number	\$10.00	\$50.00	
Changes - 1-24 Channels - 25+ Channels	\$0.00	\$500.00	

**Digital Access Loop charge for Plan A will be waived if Customer is collocated.

All rates may be pro-rated for a partial month.

⁺ One-year term is required.

Discounts for multiple year terms are available.

(M)

PRICE LIST (cont.)

5. DIGITAL ACCESS SERVICE (con't)

(Per DS-1, unless otherwise indicated)

PLAN B High Volume Term/Rate Element	1 Year	Overage Per MOU*
<u>50,000 MOU*</u>		
Overage		\$0.020
MRC**	\$800.00	
NRC***	\$1,600.00	
<u>100,000 MOU*</u>		
Overage		\$0.015
MRC**	\$1,000.00	
NRC***	\$1,600.00	
<u>250,000 MOU*</u>		
Overage		\$0.013
MRC**	\$1,500.00	
NRC***	\$1,600.00	
<u>350,000 MOU*</u>		
Overage		\$0.010
MRC**	\$2,000.00	
NRC***	\$1,600.00	

(M)

- Charges for moves, changes and deletes found in this tariff also apply.
- Plan B High Volume rate includes central office port only; Digital Access Loop Charge waived if Customer is collocated.
- Customer must still select Plan B configuration Option 1 or 2.
- * MOU – Minutes of Use
- ** MRC – Monthly Recurring Charge; one-year term required.
- *** NRC – Non-Recurring Charge

All rates may be pro-rated for a partial month.

Discounts for multiple year terms are available

(M)

EXHIBIT B

(Proposed Revised Tariff Pages)

TIER 2 COMMUNICATIONS, LLC d/b/a BRIGHT CLEC
TARIFF FOR LOCAL TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF OHIO

Service is provided by Tier 2 Communications, LLC d/b/a Bright CLEC, with principal offices at 13888 County Road 25A, Wapakoneta, Ohio 45895. This Tariff is on file with the Public Utilities Commission of Ohio as Case No. 90 – 9253 – TP – TRF. Copies may be inspected during normal business hours at the Company's principal place of business.

(T)

Issued Date: February 25, 2008

Effective Date: February 25, 2008

In Accordance with Case No. 08 - 0168 - TP - ATA
Issued by the Public Utilities Commission of Ohio
Tim Berelsman, Managing Director
13888 County Road 25A, Wapakoneta, Ohio 45895

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SECTION 1. GENERAL

(T)

1.1 DESCRIPTION OF COMPANY

Tier 2 Communications, LLC (Company) is a public utility providing telecommunications service in the areas covered by the interconnection agreements and certified by the Public Utilities Commission of Ohio.

Headquarters for the Company are located at:

13888 County Road 25 A
Wapakoneta, Ohio 45895

1.2 CUSTOMERS' RIGHTS

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5) (the "MTSS"). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

(N)

1.3 TARIFF EXCLUSIONS

As of the Effective Date below, the rates, service descriptions, and the terms and conditions for certain business telecommunications services will no longer be included in this tariff, which is on file with the Public Utilities Commission of Ohio. You may view such information for those services at the Company's website: www.brightelec.biz.

(N)

SECTION 2. MISCELLANEOUS CHARGES

2.1 LATE PAYMENT CHARGE

(M)

All charges are due on or before the due date set forth in the customer bill. The postmarked date of mailed remittances will be deemed the date of payment.

A late payment charge of \$2.00 or 1%, whichever is greater, remaining on any bill not paid by the 15th day after the bill is rendered will be assessed. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

2.2 RETURNED CHECK CHARGE

(M)

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business. Under appropriate circumstances, the Company may waive the dishonored check charge.

\$20.00 per occurrence

2.3 PIC CHANGE CHARGES: INTRALATA and INTERLATA

(M)

Per business or residence line, trunk, or port:

--	Manual Process	\$5.50
--	Electronic Process	\$1.25

If a subscriber changes both the IntraLATA and InterLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA and InterLATA PIC change charges will apply.

SECTION 3. 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS

(M)

3.1 GENERAL

(M)

- A. The Federal Communications Commission (FCC) assigned the 811 dialing code for nationwide access to One Call Notification Systems. The 811 dialing code (“811 Service”) is a nationwide toll-free number to be used by state “One Call” notification systems for providing advanced notice of excavation activities to underground facility operators. Pursuant to PUCO Case No. 05-1306-TP-COI, 811 Service shall be made available within Ohio by May 14, 2007.
- B. The three digit 811 abbreviated dialing One Call Notification code is assigned to the approved “811 Provider” for use in providing One Call notification services to the public by way of voice grade facilities.
- C. 811 Service is available from the Company within its services area only. To provide access to 811 to end users in another company’s service area or to Competitive Local Exchange Carrier (CLEC) end users within the local calling area, the 811 Provider must make appropriate arrangements with the other company or CLEC serving that territory. The 811 Provider should work separately with competing local providers to ascertain that its end user customers will be able to reach one-call services provided by dialing 811.
- D. All 811 abbreviated dialing code calls must be local in nature and will not result in any expanded local calling area (ELCA), intraLATA toll, interLATA long distance, or pay-per-call charges to Company subscribers. However, 811 Service calls may result in local measured service charges where Company subscribers’ service plans include such charges.
- E. The 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. 811 Service is otherwise available wherever local service is accessible.

SECTION 3. 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS (continued)

(M)

3.2. OBLIGATIONS OF THE APPROVED “ONE CALL” NOTIFICATION SYSTEMS PROVIDER

(M)

- A. The 811 Provider must submit a written application for 811 Service to the Company. The 811 Provider may establish 811 Service in all or part of the Company’s exchanges. There may be only one 811 Provider per exchange.
- B. The 811 Provider’s written application to establish 811 Service in a Company local exchange must include the following:
 - 1. The local, foreign exchange, or toll free telephone number into which the Company should translate the dialed 811 abbreviated code. If the 811 Provider desires to change the telephone number into which the 811 abbreviated dialing code is translated, the 811 Provider must pay a Subsequent Switch Translation Charge as set forth in Section F. below.
 - 2. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.
 - 3. An acknowledgement of the possibility that the Commission’s assignment of the 811 abbreviated dialing code may be recalled at any time.
- C. Local Calling for Company Subscribers
 - 1. The 811 Provider, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate ELCA, intraLATA toll, interLATA long distance, or pay-per-call charges for Company subscribers.
 - 2. When the 811 Provider applies for 811 Service from the Company, the 811 Provider must supply the Company with a toll free number. The Company will translate the 811 digits into the telephone number provided by the 811 Provider.
- D. The 811 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 811 Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the 811 Provider or others, arising out of or resulting directly from the 811 Service.
- E. The 811 Provider must develop an appropriate method of responding to 811 calls directed to it out of confusion or in error by Company subscribers.

SECTION 3. 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS (continued)

(M)

3.2 OBLIGATIONS OF THE APPROVED “ONE CALL” NOTIFICATION SYSTEMS PROVIDER (continued)

(M)

- F. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.
- G. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company.
- H. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
- I. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers, and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the 811 Service.
- J. The 811 Provider must respond promptly to all complaints lodged with any regulatory authority against the 811 Service. If requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company concerning the 811 Service.
- K. The 811 Provider shall not promote the 811 Service with the use of any auto dialer or broadcasting of tones that dial the 811 abbreviated dialing code.
- L. The 811 Provider must work separately with CLECs operating and serving customers in the Company’s exchange(s) to ascertain whether 811 abbreviated dialing will be available to their end users.

SECTION 3. 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS (continued)

(M)

3.3. OBLIGATIONS OF THE COMPANY

(M)

- A. The Company will establish the 811 Service within ninety days after receipt of the 811 Provider’s completed application(s) for service or the effective date of this Tariff, whichever is later.
- B. When an 811 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with the 811 Service.
- C. The Company will route 811 calls originating from end users on the Company’s local exchange network whether they purchase service directly from the Company or from another provider reselling company service. Otherwise, the Company is not responsible for establishing 811 Service for calls originating from other telecommunications providers.
- D. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable the 811 Provider to respond to such calls at the 811 Provider-established call centers.
- E. The rates charged for 811 Service, if applicable, do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The 811 Provider must conduct such operational tests as, in the judgment of the 811 Provider, are required to determine whether the Company’s facilities are functioning properly for its use. The 811 Provider must promptly notify the Company in the event the Company’s facilities are not functioning properly.

3.4 LIABILITY

(M)

- A. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect of failure in facilities occurs.

SECTION 3. 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS (continued)

(M)

3.4 LIABILITY (continued)

(M)

- B. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
- C. The Company’s entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
- D. The Commission’s local assignment and the 811 Provider’s use of the 811 abbreviated dialing code are subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Provider for any damages the 811 Provider may incur that result from a national assignment of the 811 abbreviated dialing code.
- E. The Company will make every effort to route 811 calls to the appropriate 811 Provider call center. However, the Company will not be held responsible for routing mistakes or errors.

3.5 OTHER TERMS AND CONDITIONS

(M)

- A. The 811 Service will not provide calling number information in real time to the 811 Provider. If this type of information is required, the 811 Provider must subscribe to compatible Caller ID service as described elsewhere in this Tariff.
- B. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.
- C. A written notice will be sent to the 811 Provider following oral notification when its 811 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If, after such notification, the 811 Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 811 Provider is unwilling to accept the modifications, or if the 811 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
- D. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

SECTION 3. 811 SERVICE FOR “ONE CALL” NOTIFICATION SYSTEMS (continued)

(M)

3.6 RATES & CHARGES

(M)

- A. A Switch Translation Charge applies for each Company host central office out of which the 811 Provider orders 811 Service, as follows:
1. When a Company exchange is served by more than one host central office, a Switch Translation Charge is applicable for each host central office in that exchange.
 2. If the 811 Provider establishes 811 Service in multiple Company exchanges serviced by the same host central office, only one Switch Translation Charge applies.
- B. A Subsequent Switch Translation Charge applies when the 811 Provider applies to change the telephone number into which the 811 abbreviated dialing code is translated. The Subsequent Switch Translation Charge is applied on a per telephone number, per host central office basis.
- C. When translating the seven or ten digit number to the 811 abbreviated dialing code, applicable Service Ordering Charges will apply.
- D. Rates:

	Nonrecurring Charge
Switch Translation Charge *	\$115.00
Subsequent Switch Translation Charge	\$115.00
Initial Service Ordering Charge	\$42.00
Subsequent Service Ordering Charge	\$26.00

* The Switch Translation Charge is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. This charge applies for each translated number if multiple numbers are required.

EXHIBIT C

(Summary of Tariff Revisions)

EXHIBIT C

The Applicant, Tier 2 Communications, LLC d/b/a Bright CLEC (“Bright CLEC”), has deleted all tier 2 services from its tariff. Bright CLEC does not currently offer any services to residential customers, nor does it offer any tier 1 services to business customers. Bright CLEC does impose a Late Payment Charge, a Returned Check Charge, and PIC Change Charges where and when applicable, all of which remain in the tariff (along with 811 Service).

Specifically, Bright CLEC has deleted from its tariff the following services:

- Private Line Telephone Service
 - Voice Grade Service
 - Digital Data Service
 - High Capacity Service
 - Channelized DS-1
 - Channelized DS-3
 - Network Access Service
- Integrated Services Digital Network (ISDN)
 - ISDN PRI and PRI Plus
- Digital Access Service
 - Inbound Services
 - Inbound, Outbound, Two-Way Services
 - High Volume

Bright CLEC also added a) the general MTSS reference pursuant to the September 26, 2007 Entry in Case No. 05-1102-TP-ORD and b) a new reference to Bright CLEC’s website, in accordance with Ohio Adm.Code 4901:1-6(G)(4).

Section 7 of the previous version of the tariff has been revised only to re-number it as Section 3 instead of Section 7. All other tariff sheets not filed herein within Exhibit B are deleted.

EXHIBIT D

The Applicant intends to comply with Ohio Adm. Code 4901:1-6-05(G)(3) by maintaining its detariffed services on its website: <http://www.brightelec.biz>.

EXHIBIT E

(Customer Notice)

The following notices were mailed to customers on February 8, 2008.

In addition, on February 5, 2008 the Applicant forwarded the notices to the following Commission-provided electronic mailbox: Telecomm-Rule16@puc.state.oh.us in accordance with the Entry issued September 19, 2007 in Case No. 06-1345-TP-ORD.



A d/b/a of Tier 2 Communications, LLC

February 8, 2008

NON-RESIDENTIAL CUSTOMER NOTICE

Dennis Depinet
Bascom Internet Services
PO Box 316
Bascom, Ohio 44809

Beginning on February 25, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Tier 2 Communications, LLC d/b/a Bright CLEC ("Bright CLEC"), will no longer be on file at the Public Utilities Commission of Ohio (PUCO). Such services include:

- Private Line Telephone Service
 - Voice Grade Service
 - Digital Data Service
 - High Capacity Service
 - Channelized DS-1
 - Channelized DS-3
 - Network Access Service
- Integrated Services Digital Network (ISDN)
 - ISDN PRI and PRI Plus
- Digital Access Service
 - Inbound Services
 - Inbound, Outbound, Two-Way Services
 - High Volume

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Bright CLEC must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's current and future service offerings online at www.brightclec.biz or you can request a copy of this information by contacting Bright CLEC at 13888 County Road 25A, Wapakoneta, OH 45895 or toll free at 866-303-6632.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Bright CLEC at the toll free number 866-303-6632 or visit us at www.brightclec.biz.

Sincerely,
Bright CLEC

P.O. Box 2038 • Wapakoneta, OH 45895 • 419-739-3100 • 419-739-3154 Fax

EXHIBIT F

(Affidavit)

CUSTOMER NOTICE AFFIDAVIT

STATE OF OHIO :
COUNTY OF AUGLAIZE : SS:

AFFIDAVIT

I, Timothy N. Berelsman, am an authorized agent of the applicant corporation, Tier 2 Communications, LLC, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through a direct mail letter on February 8, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 20th, 2008 in Auglaize County of Ohio
(Date) (Location)

/s/ [Signature], Director 2/20/2008
(Signature and Title) (Date)

Subscribed and sworn to before me this February 20, 2008
(Date)

[Signature]
Linda M. Woelker

Notary Public - State of Ohio
My Commission Expires: 3/28/09

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

2/25/2008 10:30:27 AM

in

Case No(s). 90-9253-TP-TRF, 08-0168-TP-ATA

Summary: Application In the Matter of the Application of Tier 2 Communications, LLC to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD electronically filed by Carolyn S Flahive on behalf of Tier 2 Communications, LLC