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FILE

**FirstEnergy**

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76 South Main Street  
Akron, Ohio 44308Arthur E. Korkosz  
Senior Attorney

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330-384-5849  
Fax: 330-384-3875

PUCO

08-758-TP-ABN

90-5975-TP-TRF

June 20, 2008

Renee J. Jenkins  
Secretary  
Public Utilities of Ohio  
180 East Broad Street  
Columbus, OH 43215Re: Cancellation of FirstEnergy Telecommunications Corporation Certificate of  
Public Convenience and Necessity to Provide Competitive  
Telecommunications Services in Ohio

Dear Ms. Jenkins:

In Case No. 00-2016-CT-ACE, under Certificate No. 90-5975, dated November 17, 2000, the Commission granted FirstEnergy Telecommunications Corporation ("FETC") a Certificate of Public Convenience and Necessity ("Certificate") to provide competitive telecommunications services in Ohio. Tariffs pursuant to that authority were filed with the Commission in docket 90-5975-CT-TRF.

FETC currently has no customers taking service and no longer intends to provide or offer telecommunications services. Accordingly, FETC respectfully requests that the Commission cancel its Certificate and grant its request to permit it to abandon offering telecommunications services in Ohio. Further, to the extent that the Commission's directive in its Entry dated September 19, 2007 in Case No. 06-1345-TP-ORD would otherwise require FETC to file an application to detariff any existing services, FETC further requests that this application be deemed to satisfy any obligation arising in that regard.

Accompanying this letter are an executed original and 10 copies of the Commission's "Telecommunications Form for Routine Proceedings" reflecting the instant request to "Abandon all Services - Without Customers. Attached as Exhibit A is a copy of the existing tariffs on file with the Commission for which cancellation is requested. In light of the nature of this application, the requirement to provide a copy of tariffs with marked changes as well as a narrative rationale for changes (Exhibits B and C contemplated to be filed with said Form) is inapplicable. Similarly, as FETC has no existing customers, the

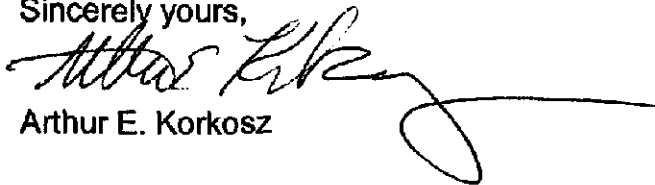
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requirement for a customer notice (contemplated to be filed as Exhibit D) is likewise inapplicable.

Also enclosed is a duplicate copy of this filing. Please date stamp the duplicate and return it in the self-addressed, postage-paid envelope provided.

Should you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Arthur E. Korkosz', with a long, sweeping horizontal line extending to the right.

Arthur E. Korkosz

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
(Effective: 01/18/2008)

In the Matter of the Application of FirstEnergy )  
Telecommunications Corporation )  
To Abandon Service (without customers) )

TRF Docket No. 90-5975

Case No. 08-750-TP-ABN

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) FirstEnergy Telecommunications Corp.

DBA(s) of Registrant(s) (same)

Address of Registrant(s) 76 S. Main Street, Akron, Ohio 44308

Company Web Address See Transmittal Letter

Regulatory Contact Person(s) Arthur E. Korkosz, Attorney for Applicant

Phone 330.384.5849

Fax 330.384-3875

Regulatory Contact Person's Email Address korkosza@firstenergycorp.com

Contact Person for Annual Report See Transmittal Letter

Phone \_\_\_\_\_

Address (if different from above) \_\_\_\_\_

Consumer Contact Information See Transmittal Letter

Phone \_\_\_\_\_

Address (if different from above) \_\_\_\_\_

Motion for protective order included with filing? No

Motion for waiver(s) filed affecting this case? No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	X CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	X ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC (Registration & Change in Operations) (0 day)		<input type="checkbox"/> NAG (Interconnection Agreement or Amendment) (Auto 90 days)	
<b>Other*</b> (explain) _____				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section 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 officer/agent of the applicant corporation, FirstEnergy Telecommunications Corporation, 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) June 20, 2008 at (Location) Akron, Ohio

\*(Signature and Title)

Thomas Kulevsky (Date) June 20, 2008  
Attorney for FirstEnergy Telecommunications Corp

- 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, Arthur E. Koskosz

verify that I have utilized the Telecommunications Application Form for Routine Proceedings 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)

Arthur E. Koskosz, ATTORNEY FOR FirstEnergy Telecommunications Corp (Date) June 20, 2008

\*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

State of Ohio )  
County of Summit ) ss

Sworn to and subscribed before me, this 20th day  
of June 2008.

Kimberly A. Corrigan

Kimberly A. Corrigan  
Notary Public, State of Ohio  
Recorded in Medina County

My Commission Expires Jan. 27, 2010.

**FirstEnergy**

76 South Main Street  
Akron, Ohio 44308

Arthur E. Korkosz  
Senior Attorney

FILE

330-384-5849  
Fax 330-384-3875

November 14, 2000

VIA HAND DELIVERY

The Public Utilities Commission of Ohio  
Docketing Division  
180 East Broad Street  
Columbus, OH 43215

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NOV 14 PM 4:44  
PUCO

Re: Case No. 00-2016-CT-ACE

Docketing Division:

Please find enclosed for filing an original and 7 copies of amended tariffs of FirstEnergy Telecommunications Corp. These amended tariffs are being filed in response to an inquiry of the Commission's Staff and supercede the tariff pages filed with the original Application.

Very truly yours,

*Arthur E. Korkosz*  
Arthur E. Korkosz

Enclosure

This is to certify that the images appearing are an accurate and complete representation of a copy of the document delivered in the regular course of business.  
Technician *Anna M. H.* Date Processed *Nov 15, 2000*

Competitive Telecommunications Services

PUCO 1

FirstEnergy Telecommunications Corp.

Original Title Page

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FILE

# FirstEnergy Telecommunications Corp.

REGULATIONS, DESCRIPTIONS, AND PRICE LISTS  
APPLICABLE TO PROVIDING COMPETITIVE TELECOMMUNICATIONS  
SERVICES WITHIN THE STATE OF OHIO

ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio in Case No. 00-\_\_\_-CT-ACE

Issued by:

Charlene W. Jurkoshek, FirstEnergy Telecommunications Corp.  
76 South Main Street, Akron, OH 44308

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Charlene W. Jurkoshek, FirstEnergy Telecommunications Corp.  
76 South Main Street, Akron, OH 44308



Competitive Telecommunications Services

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FirstEnergy Telecommunications Corp.

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ISSUED:

EFFECTIVE:

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Issued by:

Charlene W. Jurkoseb, FirstEnergy Telecommunications Corp.  
76 South Main Street, Akron, OH 44308

## 1. CHECK SHEET

The pages of this tariff are effective as of the dates shown on each page. Original and revised, as identified below, comprise all changes from the original tariff in effect on the date indicated.

<u>Page</u>	<u>Number of Revisions</u>	<u>Page</u>	<u>Number of Revisions</u>
Title	Original	18	Original
1	Original	19	Original
2	Original	20	Original
3	Original	21	Original
4	Original	22	Original
5	Original	23	Original
6	Original	24	Original
7	Original	25	Original
8	Original	26	Original
9	Original	27	Original
10	Original	28	Original
11	Original	29	Original
12	Original	30	Original
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		

ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio in Case No. 00-\_\_\_-CT-ACE

Issued by:

Charlene W. Jurkoshek, FirstEnergy Telecommunications Corp.  
76 South Main Street, Akron, OH 44308

## 2. DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

**Access Service:** A transmission path to/from the Company's facilities to/from the Customer's designated location.

**Application for Service:** A standard Company order form which includes all technical and descriptive information which will enable the Company to provide the communication services or facilities, or both, as requested by the applicant and as provided by the Company.

**Authorized User:** Any person, firm, organization, or corporation authorized by the Customer to use the services provided to the Customer by the Company.

**Bit:** The smallest unit of information in the binary system of notation.

**Channel:** A path for electrical or optical transmission of information between two or more stations.

**Channel Mileage:** Distance calculated between the Company's Serving Offices or the distance calculated between Company Serving Office and a carrier Serving Office or Central Office.

**Channel Mileage Termination:** The point on the Company's or carrier's premises at which the Company's channel originates, terminates, or drops for the insertion or removal of a Customer's signal.

**Channel Termination:** The point on the Customer's designated premises at which the Company's channel originates, terminates, or drops for the insertion or removal of a Customer's signal.

**Company:** FirstEnergy Telecommunications Corp, the issuer of these tariffs.

**Customer:** The person, firm, organization, or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Customer Premises Equipment (CPE):** Communications and ancillary equipment on the customer's premises that is owned, operated, and maintained by the Customer.

**Dedicated:** A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

**DS-1:** Digital service channels operating at the terminating bit rate of 1.544 Mbps.

**DS-3:** Digital service channels operating at the terminating bit rate of 44.736 Mbps.

**FETC:** FirstEnergy Telecommunications Corp., an Ohio company

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Impaired Service:** That portion of service provided to a Customer or Authorized User that is temporarily inoperative during such time as the Company has not been notified of such status or has not been given an opportunity to test and repair.

**Interrupted Service:** That portion of service provided to a Customer or Authorized User of which the Company has been notified of a temporary cessation and given an opportunity to test and repair.

**Local Distribution Channel (LDC):** The communications path between the customer's premises and the FirstEnergy Telecommunications or carrier's Serving Office (SO).

**Mbps:** Megabits, denotes millions of bits per second

**Network:** The Company's digital fiber optics-based equipment and facilities.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings on contiguous property.

ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio in Case No. 00-\_\_\_ -CT-ACE

Issued by:

Charlene W. Jurkoshek, FirstEnergy Telecommunications Corp.  
76 South Main Street, Akron, OH 44308

Competitive Telecommunications Services

PUCO 1

FirstEnergy Telecommunications Corp.

Original Page 5

**Private Line Service:** An unswitched full time transmission service utilizing the Company's facilities to connect two or more Customer designated premises.

**PUCO:** The Public Utilities Commission of Ohio.

**Recurring Charges:** The monthly charges to the Customer for services, facilities, and equipment, which continue for the agreed upon duration of the service.

**Service Commencement Date:** The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the service order and these tariffs, in which case the Service Commencement Date is the date of the Customer's acceptance. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and the acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Service(s):** The Company's telecommunications services offered on the Company's network.

**Serving Office (SO):** A carrier or FirstEnergy Telecommunications facility that provides hubbing, cross-connection, origination, termination, and multiplexing for customer services.

**Shared:** A facility or equipment system or subsystem, which can be used simultaneously by several Customers.

**Special Construction:** Construction services provided to a Customer by request that is over and above what the Company would normally provide.

**Station:** A premises or point designated by the Customer at which a channel terminates and where information originates or terminates.

ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio in Case No. 00-\_\_\_\_-CT-ACE

Issued by:

Charlene W. Jurkoshek, FirstEnergy Telecommunications Corp.  
76 South Main Street, Akron, OH 44308

### 3. APPLICATION OF TARIFF

This tariff contains the regulations and charges that apply to the provision of telecommunications services by FirstEnergy Telecommunications Corp. (hereinafter the "Company") between various locations within the state of Ohio.

This tariff shall be interpreted and governed by the laws of the State of Ohio.

---

ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio in Case No. 00-\_\_\_-CT-ACE

Issued by:

Charlene W. Jurkoshck, FirstEnergy Telecommunications Corp.  
76 South Main Street, Akron, OH 44308

## 4. RULES AND REGULATIONS

### 4.1 Undertakings of the Company

#### 4.1.1 Scope

The Company's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for construction and maintenance thereof, and is subject to the provisions of this tariff.

#### 4.1.2 Allocation or Shortage of Equipment or Facilities

- 4.1.2.1 The Company reserves the right to limit or to allocate assigned transmission paths at its discretion or to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 4.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### 4.1.3 Liability of the Company

- 4.1.3.1 Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.
- 4.1.3.2 The liability of the Company for damages arising out of the furnishing of Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruptions as set forth in 4.6. The extension of such allowances for interruptions shall be the sole remedy of the Customer or any Authorized User and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents. In no event will the Company be liable for interruptions of service caused as a result of routine maintenance, testing, or adjustment of facilities.
- 4.1.3.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including, but not limited to: loss of power; acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or

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claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

- 4.1.3.4 The Company shall not be liable for any act or omission of any entity furnishing, transporting, or supplying the Company, or to the Company's Customer's facilities or equipment used for or with Services that the Company offers. The Company shall not be liable for loss or interruptions in service or for any damages or losses due to the fault or negligence of the Customer or of any Authorized User, or unauthorized user, or due to the failure or malfunction of Customer-provided or Authorized User-provided equipment or facilities, or due to the failure of the Customer to fulfill any obligation under this tariff.
- 4.1.3.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 4.1.3.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s) including Authorized Users, and for any loss, damage, or destruction of any property, whether owned by the Customer, Authorized Users, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 4.1.3.6 as a condition precedent to such installations.
- 4.1.3.7 The Company shall not be liable for any defacement of or damage to the premises of a Customer or an Authorized User resulting from the furnishing of services or equipment on or at such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 4.1.3.8 The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular use, except those expressly set forth herein, or through a contract on file and approved by the PUCO.

#### 4.1.4 Claims

- 4.1.4.1 The Customer and each and every Authorized User, jointly and severally, indemnifies and holds the Company harmless against any and all loss, claims, demands, suits or other action or any liability whatsoever for libel, slander, or the infringement of copyright arising from or in connection with the material or subject matter transmitted over the Network; against claims for the

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infringement of patents arising from combining with, or using in connection with, the Network or the Company's facilities, apparatus, and systems furnished by the Customer or Authorized User; and against any and all other claims arising out of any act or omission of the Customer or Authorized User or a vendor or customer of the Customer or Authorized User in connection with the use of the Network or the Company's facilities.

4.1.4.2 The entire liability for any claim, loss, damage, or expenses from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claims. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

4.1.4.3 *Approval of the tariff language in this Section 4.1.4 and Section 4.1.3 above by the PUCO does not constitute a determination by the PUCO that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the PUCO merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of any exculpatory clause.*

4.1.5 Notification of Service-Affecting Activities

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

4.1.6 Provisions of Equipment and Facilities

4.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

4.1.6.2 The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, as long as said changes do not alter the technical parameters of the service provided the Customer.

4.1.6.3 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer, or Authorized User may not, nor may it permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

4.1.6.4 Equipment the Company provides or installs at the Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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4.1.6.5 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of equipment or facilities provided by the Customer or Authorized User, or any entity other than the Company.

4.1.6.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided or Authorized User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff, and to the maintenance and operation of such facilities.

Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided or Authorized User-provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided or Authorized User-provided equipment.

4.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the Company, its agents, or contractors.

**4.2 Prohibited Uses**

4.2.1 Unlawful Use of Company Services

The Services the Company offers shall not be used for any unlawful purpose or for any purpose as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents, and permits required to be obtained by the Customer with respect thereto.

4.2.2 Requirements for Resale or Shared Use of Company Services

The Company may require applicants for Service who intend to use the Company's offerings, for resale and/or for Shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and PUCO regulations, policies, orders, and decisions.

4.2.3 Transfer or Assignment of Company's Services

A Customer, or Authorized User, may not assign, or transfer in any manner, the Service without the written consent of the Company. The Company may transfer or assign its rights and duties (a) to any subsidiary, parent company, or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger, or reorganization of the Company.

4.2.4 Customer Transmissions Causing Interference with Other Customer's Service

The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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#### 4.3 Obligations of the Customer

##### 4.3.1 Customer Responsibilities

The Customer shall be responsible for:

- (a) the payment in a timely manner of all applicable charges as set forth in this tariff;
- (b) damage to or loss of the Company's facilities or equipment caused by: 1) the acts or omissions of the Customer or Authorized User; 2) the noncompliance by the Customer or Authorized User with these regulations; or 3) by fire or theft or any other casualty on the Premises of the Customer or Authorized User unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing, at no charge and as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises of the Customer or Authorized User and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of Fiber Optic Cable and associated equipment used to provide Services to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or Authorized User is placed or is located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space described in 4.3.1(c) preceding. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with sections 4.3.1(c) and (d) prior to accepting an Application for Service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Premises or the rights-of-way for which Customer is responsible under section 4.3.1(d); and obtaining permission for Company agents or employees to enter the Premises of the Customer or Authorized User at any reasonable time for the purpose of

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- installing, inspecting, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) except as provided in section 4.4.5, making Company facilities and equipment available periodically for Company-initiated maintenance purposes at a time agreeable to both the Company and the Customer or Authorized User. No allowance will be made for the period during which service is interrupted for such purposes;
  - (h) providing power required to operate the Company's facilities installed on the premises of the Customer or Authorized User; and
  - (i) keeping the Company's equipment and facilities located on the Customer's Premises or rights-of-way obtained by the Customer or Authorized User free and clear of any liens or encumbrances relating to the Customer's or Authorized User's use of the Company's services from the location of such equipment and facilities.

#### 4.3.2 Claims

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, invitees, or any person not expressly representing the Company; or
- (b) any claim, loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner that breaches any portion of this tariff, or in a way not previously contemplated by the agreement between the Customer and the Company.

### **4.4 Customer Provided Equipment**

#### 4.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company.

#### 4.4.2 Customer Equipment

- 4.4.2.1 When the Customer provides equipment at the Premises of the Customer or Authorized User, the operating personnel, wiring, electric power, and other costs associated with such equipment shall be provided by and maintained at the expense of the Customer or Authorized User.
- 4.4.2.2 The Customer or Authorized User is responsible for ensuring that Customer-provided or Authorized User-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities and complies with the minimum protective criteria set by the Company. The magnitude and character of the voltages and currents impressed on Company-

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provided equipment and wiring, by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring, or injury to the Company's employees, agents, or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Customer or Authorized User or by the Company at the Customer's or Authorized User's expense.

#### 4.4.3 Interconnection to Facilities

- 4.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 4.4.3.2 Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of other communications carriers which are applicable to such connections and subject to the terms and conditions of this tariff and any technical limitations established by the Company.

#### 4.4.4 Interconnection Provisions

Facilities furnished under this tariff may be connected to Customer-provided or Authorized User-provided equipment in accordance with the provisions of this tariff.

#### 4.4.5 Inspections

- 4.4.5.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth in sections 4.4.2, 4.4.3, and 4.4.4 for the installation, operation, and maintenance of Customer-provided or Authorized User-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 4.4.5.2 If the protective requirements for Customer-provided or Authorized User-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer or Authorized User promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer or Authorized User must take corrective action and notify the Company of the action taken. If the Customer or Authorized User fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

### **4.5 Payment Arrangements**

#### 4.5.1 Payment for Service

The Customer is responsible for the timely payment of all charges for facilities and services furnished to the Customer or Authorized User(s).

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*4.5.1.1 Taxes*

The customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Case No. 89-563-TP-COI. The Company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charge. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.

*4.5.2 Billing and Collection of Charges*

The Customer is responsible for the timely payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- 4.5.2.1 Non-recurring charges for installations, moves, and rearrangements, are due and payable within thirty (30) days of presentment of an invoice to the Customer, but no sooner than fourteen (14) days after the postmark on the bill. No installation or other service work shall be performed by the Company until preauthorized by the Customer in a written service order, and payment has been received for all or an agreed upon portion of the non-recurring installation charges.
- 4.5.2.2 Recurring charges are due and payable within thirty (30) days of presentment of an invoice to the customer for the service or facility furnished. A service or facility may be discontinued for nonpayment of a bill. But in no event shall the charges be due within 14 days of the postmark of the bill.
- 4.5.2.3 Billing starts on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement, or component is discontinued. Monthly Charges will be billed one month in advance, except where prohibited by law or as otherwise provided in this tariff. Taxes will be separately stated on the Customer's bill.
- 4.5.2.4 If any portion of the payment is received by the Company more than thirty (30) days after the date an invoice was issued by the Company to the Customer and as set forth in sections 4.5.2.1, 4.5.2.2, and 4.5.8, and no written objection to the bill has been made by the Customer to the Company as set forth in section 4.5.2.2, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late payment factor. The late payment factor shall be 1.5%. The late payment

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charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

#### 4.5.3 Deposits

- 4.5.3.1 To safeguard its interests, before a service or facility is furnished, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- (a) two months' charges for a service or facility which has a minimum payment period of one month; or
  - (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- 4.5.3.2 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- 4.5.3.3 Deposits held will accrue interest in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

#### 4.5.4 Special Construction Base for Rates and Charges

Special construction charges will be determined as described in the following.

##### 4.5.4.1 Base for Rates and Charges

No special construction charge will be applied unless preauthorized by the customer in a written service order. Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

##### 4.5.4.2 Basis for Cost Computation

Costs may include one or more of the items as set forth below to the extent that they are applicable.

- (a) cost installed of the facilities to be provided, including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
  - (1) equipment and materials provided or used;
  - (2) engineering, labor and supervision;
  - (3) transportation; and
  - (4) rights-of-way;
- (b) cost of maintenance;

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- (c) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (d) administration, and taxes on the basis of reasonable average costs for these items;
- (e) license preparation, processing and related fees;
- (f) any other identifiable costs related to the facilities provided; or
- (g) an amount for return and contingencies.

#### 4.5.4.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- (1) The termination liability period is the estimated service life of the facilities provided.
- (2) The amount of the maximum termination liability is equal to the estimated amounts for:
  - (a) cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed including the cost of:
    - (1) equipment and materials provided or used;
    - (2) engineering, labor and supervision;
    - (3) transportation; and
    - (4) rights-of-way;
  - (b) license preparation, processing, and related fees;
  - (c) tariff preparation, processing, and related fees;
  - (d) cost of removal and restoration, where appropriate; and
  - (e) any other identifiable costs related to the specially constructed or rearranged facilities.

The applicable termination liability charge is based on the normal method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in the preceding section by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in the preceding section shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

#### 4.5.5 Renewal Options

- 4.5.5.1 At the expiration of the term and if the customer wishes to continue the Company's DS-1 or DS-3 Service, the customer may select a new term at the prevailing rate. If a customer does not wish to renew the term at the expiration of the term, the customer's service will automatically convert to the month-to-month rates.

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4.5.6 Discontinuance of Service

- 4.5.6.1 Upon nonpayment of any charges or deposits owing to the Company, the Company, after complying with the procedures described in 4.5.2, may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend service under this tariff without incurring any liability.
- 4.5.6.2 Upon violation of any of the terms or conditions for furnishing service under this tariff, or upon any prohibited or improper use of the Network or the Company's facilities or other violation by the Customer or any Authorized User of any applicable laws or the rules and regulations, or upon objection to continuance of service made by or on behalf of any governmental authority, the Company may, by giving thirty (30) days prior written notice to the Customer, or such shorter notice as is required by law, discontinue or suspend service under this tariff without incurring any liability.
- 4.5.6.3 Upon condemnation of all or any material portion of the facilities used by the company to provide service to a Customer or in the event a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company may upon written notice to the Customer immediately discontinue or suspend service under this tariff without incurring any liability.
- 4.5.6.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition therefore within the time permitted by law, the Company may upon written notice to the Customer immediately discontinue or suspend service under this tariff without incurring any liability.
- 4.5.6.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may upon written notice to the Customer immediately discontinue service without incurring any liability.
- 4.5.6.6 Upon the Company's discontinuance of service to the Customer under section 4.5.6.1 or 4.5.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).

4.5.7 Fractional Charges

## 4.5.7.1 Monthly Service

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month's service that was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

4.5.8 Cancellation of Application for Service

- 4.5.8.1 Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits a Customer to cancel an Application for Service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified in this section 4.5.8.

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- 4.5.8.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value at six (6) percent).
- 4.5.8.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 4.5.8.4 The special charges described in sections 4.5.8.1 through 4.5.8.3 will be calculated and applied on a case-by-case basis.
- 4.5.8.5 If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

#### 4.5.9 Cancellation of Service

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than service interruption as defined in section 4.6.1, the Customer agrees to pay the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in section 4.5.2.4, all costs, fees, and expenses reasonably incurred in connection with: (a) all non-recurring charges reasonably expended by the Company to establish service to the Customer; (b) any disconnection, early cancellation and/or termination, and cancellation and/or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; and (c) all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term.

#### 4.5.10 Conversion of Service to New Term or Higher Speed

During a customer's term, conversion may be made to a new term of the same or different length or to a higher speed service. If the expiration date for the new service or term is beyond the end of the original term, the remaining charges for the original term will not apply. If no physical changes are made to the service, the Administrative Charge, the Design and Serving Office Connection Charge and the Customer Connection Charge will not apply.

#### 4.5.11 Notices and Communications

- 4.5.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except

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that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

- 4.5.11.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the Customer shall mail payment of that bill.

#### 4.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or willful acts of, or noncompliance with the provisions of this tariff by, the Customer or an Authorized User, or the operation or malfunction of the facilities, power, or equipment provided by the Customer or Authorized User, will be credited to the Customer as set forth in section 4.6.1 for the part of the service that the interruption affects.

##### 4.6.1 Credit for Interruptions

- 4.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished under this tariff. An interruption period begins when a Customer reports a service, facility, or circuit to be interrupted and release it for testing and repair. The Customer shall make reasonable attempts to ascertain whether the interruption is caused by Customer-provided or Authorized User-provided facilities. An interruption period ends when a service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative, but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- 4.6.1.2 For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only recurring charges for the Services which are interrupted will be eligible for credit.
- 4.6.1.3 A credit allowance will be given for interruptions of thirty (30) minutes or more. Credit allowances shall be calculated as follows:

<b>Interruptions of 24 Hours or Less</b>	
<u>Length of Interruption</u>	<u>Interruption Period to be Credited</u>
Less than 30 minutes	none
30 minutes up to, but not including 2 hours	1/12 Day
2 hours up to, but not including 4 hours	1/6 Day

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4 hours up to, but not including 6 hours	1/4 Day
6 hours up to, but not including 12 hours	1/2 Day
12 hours up to, but not including 18 hours	3/4 Day
18 hours up to, but not including 24 hours	1 Day

Two or more interruptions in any 24-hour period shall be considered as one interruption.

**Interruptions Over 24 Hours**

Interruptions over twenty-four (24) hours will be credited 1/4 day for each six (6) hour period or fraction thereof.

In no case will more than one full day's credit be allowed for any period of 24 hours.

**4.6.2 Limitations on Allowances**

No credit allowances will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions in this tariff by, the Customer, Authorized User, other common carrier, or any other entity providing service connected to the service of the Company;
- (b) interruptions of service during any period in which the Company is not given full and free access to the Premises at which the Company-provided service is interrupted or terminated;
- (c) interruptions of service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction;
- (d) interruptions of service during any period where the Customer or Authorized User has released service to the Company for maintenance purposes or for a change in service arrangements;
- (e) interruptions of service caused in the course of routine maintenance, testing, and/or adjustment of the Network or facilities related to the provision of service;
- (f) interruptions of service caused by non Company-provided equipment or facilities;
- (g) interruptions of service during a period in which the customer continues to use the service on an impaired basis; and
- (h) interruptions of service due to circumstances or causes beyond the control of the Company.

**4.6.3 Cancellation for Service Interruption**

Cancellation or termination for a service interruption is permitted if any circuit experiences a single continuous outage of eight (8) hours or more, or cumulative service credits equaling sixteen (16) hours in a continuous twelve month period. The right to cancel service

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under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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## 5. SERVICE OFFERINGS

The proposed Services consist of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all other.

### 5.1 Voice Grade Service

Reserved for future Voice Grade Private Line.

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**5.2 Transmission Services****5.2.1 Digital Services**

Company DS-1 channels and Company DS-3 channels provide high-speed, optical, fiber-based transmission capabilities. These services provide optical data transmission with the following characteristics:

- Company DS-1 Service provides channels operating at the terminating bit rate of 1.544 Mbps; and,
- Company DS-3 Service provides channels operating at the terminating bit rate of 44.736 Mbps.

Company DS-1 and Company DS-3 channels may be used to connect Customer designated premises and Company Serving Offices for the following services:

**5.2.2 Private Line Services**

A customer-designated premises to another customer-designated premises with add/drop multiplexing capability (channelized) at a Company Serving Office (SO) between the two premises, or a customer-designated premises to another customer-designated premises without the add/drop multiplexing capability (non-channelized) at a Company Serving Office.

**5.2.3 Access Services**

Customer-designated premises to a Company Serving Office where add/drop multiplexing, add/drop functions and/or cross-connections are performed.

Where appropriate facilities are not immediately available, negotiated Special Services may apply.

**5.2.4 Service Configurations**

Company DS-1 and Company DS-3 Channels consist of the Local Distribution Channel (LDC), Channel Terminations (CT) at the Customer, Channel Mileage Terminations (CMT), Channel Mileage (CM), inter-Serving Office (SO) transport, and optional features and functions.

Company DS-1 and Company DS-3 Local Distribution Channels provide the interconnection path between the Company or carrier Serving Office (SO) and the customer designated premises.

The following types of LDCs are available:

**Terminating Bit Rate**

1.544 Mbps  
44.736 Mbps

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All LDCs comprising a channel must have the same terminating bit rate unless multiplexing is performed at a Company Serving Office.

#### 5.2.4.1 Inter-Serving Office Transport

Inter-Serving Office Transport facilities comprised of Channel Mileage Termination (CMT), and Channel Mileage (CM) provide the transmission paths between Serving Offices associated with two customer-designated premises or between a Serving Office associated with a customer premises and a Company Serving Office. Two inter-Serving Office transport types are available—DS-1 which supports a bit rate of 1.544 Mbps, and DS-3 transport at the 44.736 Mbps rate.

#### 5.2.5 Service Rate Elements

Service Rate Elements that apply for Private Line Service and Access Service:

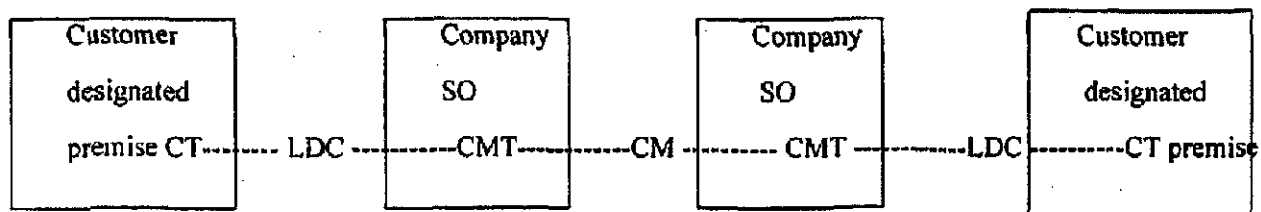
(a) Local Distribution Channel (LDC). This service rate provides for the communications path either from the Customer's designated premises to the Company Serving Office (or to the LEC central office) or from the Serving Office to the Customer's designated remises. This charge will apply even if the Customer designated premises and the Company SO (or LEC central office) are co-located in the same building.

(b) Channel Termination (CT). This service rate provides for the termination of the communications path (LDC) at the Customer designated premises. The Channel Termination charge does not apply to circuits with no LDC.

(c) Channel Mileage Termination (CMT). This service rate provides for the termination of transmission facilities between Company or carrier SOs (or LEC COs) associated with two Customer designated premises. The Channel Mileage Termination charge does not apply to circuits with no Channel Mileage.

Service Configuration and applicable Rates Example:

The following diagram depicts service connecting two Customer designated premises located 10 miles apart.



Applicable Rate elements are:

LDC - Two (2) Local Distribution Channels  
Office

Company SO - Company Serving

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CT - Two (2) Channel Terminations

CMT - Two (2) Channel Mileage Terminations

CM - Ten (10) Channel Miles

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5.2.6 Optional Features and Functions

The following optional features and functions are available: Multiplexing, Add/Drop, and DS-1 and DS-3 cross-connects.

a. DS-1 and DS-3 add/drop Multiplexing

An arrangement that allows Company DS-3 channel operating at a terminating speed of 44.736 Mbps to add/drop a DS-1 speed channel by using this feature along with the add/drop function.

b. Add/Drop Function

The Company DS-3 Service are able to add or drop lower level signals. The add/drop function is offered at a circuit level. For example, if a customer wants to drop one DS-1 signal from a Company DS-3 service, the customer would pay one add/drop charge for the DS-1, plus the DS-3 add/drop multiplexing charge.

c. DS-1 and DS-3 Cross-Connect

An arrangement to cross-connect Company DS-1 Service or Company DS-3 Service to another service or to an add/drop function of the same speed at a Serving Office for the same or for a different customer on a per-circuit basis, the customer must purchase service to the Serving Office from his designated premises. One charge applies per service cross connected.

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**5.3 Special Services****5.3.1 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;
- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special construction charges will be determined as described in section 4.5.4.

**5.3.2 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, materials, or other costs incurred by or charged to the Company will apply.

**5.3.3 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service so unique in its network configuration and cost characteristics that it is not generally offered under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis and will be filed with the PUCO.

**5.3.4 Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. All such promotions will be submitted to the PUCO for approval.

**5.3.5 Discounts**

The Company may, from time to time as reflected in the price list, offer discounts based on monthly revenue commitment when appropriate.

**5.3.6 Flexible Pricing**

Changes in rates and charges will be furnished to the PUCO from time to time on the same day as the effective date of such changed rates and charges. Any change to a rate or charge within the range shall not be construed as an application to increase rates.

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## 6. PRICE LIST

## 6.1 Services

## 6.1.1 DS-1 Service

	Non-Recurring Charge	Monthly Recurring Charges		
		12-Mos.	36-Mos.	60-Mos.
6.1.1.1 Local Distribution Channel				
Per Point of Termination				
Terminating Bit Rate 1.544 Mbps		\$500	\$400	\$300
6.1.1.2 Channel Termination				
Per Point of Termination				
Terminating Bit Rate	\$650			
1.544 Mbps				
6.1.1.3 Channel Mileage Termination				
Per Point of Termination				
Terminating Bit Rate 1.544 Mbps		55	35	25
6.1.1.4 Channel Mileage				
Per Mile				
Terminating Bit Rate 1.544 Mbps		50	45	25
6.1.1.5 Optional Features and Functions				
a. DS-1 Add/Drop Multiplexing				
Per Arrangement		1000	1000	1000
b. Add/Drop Function		400	350	250
Per DS-1 Add or Drop				
c. Cross-Connection of Services				
DS-1 to DS-1				
Cross-Connect Per	600			
Circuit				

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6.1.2 DS-3 Service

	Non-Recurring Charge	Monthly Recurring Charges		
		12-Mo.	36-Mo.	60-Mo.
6.1.2.1 <i>Local Distribution Channel</i>				
Per Point of Termination				
Terminating Bit Rate 44.736 Mbps		\$4500	\$2200	\$1800
6.1.2.2 <i>Channel Termination</i>				
Per Point of Termination				
Terminating Bit Rate	\$1500			
44.736 Mbps				
6.1.2.3 <i>Channel Mileage Termination</i>				
Per Point of Termination				
Terminating Bit Rate 44.736 Mbps		650	550	450
6.1.2.4 <i>Channel Mileage</i>				
Per Mile				
Terminating Bit Rate 44.736 Mbps		325	275	225
6.1.2.5 <i>Optional Features and Functions</i>				
a. <i>DS-3 Add/Drop Multiplexing</i>				
Per Arrangement		1500	1500	1500
b. <i>DS-1 Add/Drop Multiplexing</i>				
Per Arrangement		1000	1000	1000
c. <i>Add/Drop Function</i>				
Per DS-1 Add or Drop		400	350	250
Per DS-3 Add or Drop		450	375	300
d. <i>Cross-Connection of Services</i>				
DS-3 to DS-3	750			
Cross-Connect Per				
Circuit				

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6.1.3 Installation and Rearrangement Charges

	Administrative Charge per Order	Design and Serving Office Connection Charge per Circuit
Company DS-1 Service — 1.544 Mbps	\$750	\$650
Company DS-3 Service — 44.736 Mbps	1100	900

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