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Attached documents are not in electronic format and
are not "source" documents.

June 25, 2008

Ms. Reneé Jenkins
Secretary, Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

RE: Case No. 08-767-TP-ATA
Cox Ohio Telcom, L.L.C.
Application to Detariff

Dear Ms. Jenkins:

On behalf of Cox Ohio Telcom L.L.C., I am filing an Application to detariff certain Tier 2 services and to make other changes related to the implementation of Case No. 06-1345-TP-ORD. Included in the Application is the Commission's Telecommunications Application Form for Detariffing and Related Actions, Exhibit A (Existing affected Tariff Pages), Exhibit B (proposed Revised Tariff Pages), Exhibit C (Narrative summarizing changes proposed in the Application), Exhibit D (explanation of website and customer notice), Exhibit E (copy of Customer Notice which was previously sent out), and Exhibit F (Affidavit indicating that customer Notice was sent to customers).

This Application is made in order to conform Cox's private line tariff to the Commission's competitive retail telephone rules in Case No. 06-1345-TP-ORD. Certain Tier 2 regulated services which are not required to be filed in Cox's filed tariff in accordance with Rule 4901:1-06-05(G) have been deleted with this filing but are included in a Competitive Telecommunications Services Guide which have been posted on Cox's website. Thank you for your cooperation.

WASHINGTON

1828 L St. NW
Eleventh Floor
Washington, DC 20036-5109
202.467.8800

CLEVELAND

1375 East Ninth St.
2100 One Cleveland Center
Cleveland, OH 44114-1724
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CINCINNATI

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AKRON

106 South Main St.
Suite 1100
Akron, OH 44308
330.208.1000

Ms. René Jenkins
June 25, 2008
Page 2

Sincerely yours,

/s/

Stephen M. Howard
Attorneys for Cox Ohio Telcom, L.L.C.

SMH/jab
Enclosures

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 Cox Ohio Telcom, L.L.C.)
to Detariff Certain Tier 2 Services and make other changes)
related to the Implementation of Case No. 06-1345-TP-ORD)

TRF Docket No. 90-6226-CT-TRF

Case No. 08 - 767 - **TP** - **ATA**

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

Name of Registrant(s) Cox Ohio Telcom, LLC

DBA(s) of Registrant(s) Cox Communications

Address of Registrant(s) 1400 Lake Hearn Drive, Room E5F, Atlanta, GA 30319

Company Web Address www.cox.com/cleveland

Regulatory Contact Person(s) Ida M. Bourne

Phone 404-843-5292

Fax 404-843-7909

Regulatory Contact Person's Email Address 1400 Lake Hearn Drive, Room E5F, Atlanta, GA 30319

Regulatory Contact Person(s) Robert J. Howley

Phone 860-432-2873

Regulatory Contact Person's Email Address 9 JP Murphy Hwy., West Warwick, RI 02893

Contact Person for Annual Report Robert J. Howley

Phone 860-432-2873

Address (if different from above) See above

Consumer Contact Information Robert J. Howley

Phone 860-432-2873

Address (if different from above) See 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 type="checkbox"/>	<input type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input 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

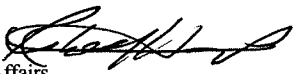
Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Robert J. Howley, 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 24, 2008 at (Location) Cleveland, Ohio

*(Signature and Title) 
Director, Regulatory Affairs

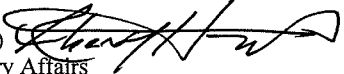
(Date) June 24, 2008

- *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, Robert J. Howley

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) 
Director, Regulatory Affairs

(Date) June 24, 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

Exhibit A
Case No. 08-767-TP-ATA

Cox Communications
PUCO Tariff No. 1, Private Line Service Tariff

Currently Effective Tariff

PRIVATE LINE SERVICE TARIFF

COX OHIO TELCOM, LLC
d/b/a COX COMMUNICATIONS

**REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO PRIVATE LINE SERVICE TARIFF
WITHIN THE STATE OF OHIO**

ISSUED: March 7, 2005

EFFECTIVE: April 7, 2005

Filed under the authority of the Public Utilities Commission of Ohio,
in Case No. 05-301-TP-ACE

By: Ida Bourne
Cox Communications
12221 Plaza Drive
Parma, Ohio 44130

PRIVATE LINE SERVICE TARIFF

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PRIVATE LINE SERVICE TARIFF

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PRIVATE LINE SERVICE TARIFF

**EXPLANATION SYMBOLS REFER MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- | | |
|-----|---|
| (C) | To signify a change in regulation. |
| (D) | To signify a discontinued rate or regulation. |
| (E) | To signify the correction of an error made in prior revision. |
| (I) | To signify an increase in rate. |
| (M) | To signify a moved text. |
| (N) | To signify a new rate or regulation. |
| (R) | To signify a reduction in rate. |
| (T) | To signify change in text, but no change in rate or regulation. |

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PRIVATE LINE SERVICE TARIFF

APPLICATION OF TARIFF

This Tariff contains regulations and rates applicable to the furnishing of Intrastate/IntraLATA Private Line Service by Cox Ohio Telcom, LLC, d/b/a Cox Communications (hereinafter referred to as the "Company" or "Cox").

Services, features, and functions as described herein will be provided where facilities, including but not limited to billing and technical capabilities, are available.

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PRIVATE LINE SERVICE TARIFF

SECTION 1 - Definitions

Certain terms used generally throughout this tariff are defined below.

Access Code - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

Access Minutes - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

Account - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Authorized User - Denotes an individual, partnership, association or corporation (other than the Customer) who is authorized by the Customer to be connected to the service of the Customer and on whose premises a station of the dedicated communications service must be located.

Baud - Denotes a unit of signaling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in bauds is the number of signal elements per second.

Call - A Customer attempt for which the complete address code is provided to the service end office.

Central Office - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A communications path between two or more points of termination. A path for electrical transmission between two or more points.

Channel Mileage - Provides for the transmission facilities between the Company hub office associated with two Customer designated premises, or between a two Company hubs.

Channel Mileage Termination - Provides for the termination of transmission facilities between the Company hub office associated with two customer designated premises or between two Company hubs.

Commission - The Public Utility Commission of Ohio ("Commission") or ("PUCO").

Company - Cox Ohio Telcom, L.L.C.

Customer - Any person, firm, partnership, corporation or other legal entity that subscribes to service under the terms and conditions of this tariff and is responsible for the payment of charges.

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PRIVATE LINE SERVICE TARIFF

SECTION 1 - Definitions, cont'd.

Customer Designated Premises (CDP) - The premises specified by the Customer for termination of Access Services.

Dedicated Communications Service - Is that of furnishing the requisite facilities including channels and network terminating equipment, to enable the Customer and authorized users to communicate between specified locations for continuous use.

Facility - Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

HUB - The end office from which the Customer Designated Premises would normally obtain dial tone from the company.

Interface - The point at which facilities or services of one type are connected with facilities or services of another type.

Interoffice Channel - as used in connection with Private Line Service denotes that portion of a through channel, which interconnects central office areas in which stations are located.

Interoffice Transport - Interoffice Transport facilities, comprised of Channel Mileage and Channel Mileage Terminations, provides the transmission paths between Company hubs associated with two customer-designated premises or between two Company hub offices.

Interstate - The term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

Intrastate Communications - Any communications, which originates and terminates within the same state.

Joint User - A person, firm or corporation who is designated by the Customer as a user of a dedicated communications service of the Customer and to whom a portion of the charge for the service will be billed under a joint use arrangement.

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PRIVATE LINE SERVICE TARIFF

SECTION 1 - Definitions, cont'd.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Channel - as used in connection with Private Line services is that portion of a through channel which is provided within a central office area to connect a station with an interexchange channel, an interoffice channel, or another local channel serving a station within the same central office area.

Local Channel as used in connection with Private Line High Capacity Transport Service denotes a path for isochronous transmission furnished between the Customer's premises and the Company Hub Office.

Local Distribution Channel - Provides interconnection between the Company Hub Office and the Customer premises.

Message - A Message is a Call as defined above.

N/A - Not Applicable.

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.

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Parma, Ohio 44130

PRIVATE LINE SERVICE TARIFF

SECTION 1 - Definitions, cont'd.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC premises.

Point of Termination - The point of demarcation within a Customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Public Utilities Commission or Commission: The Public Utilities Commission of Ohio ("PUCO" or "Commission")

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group - A set of trunks, which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations

2.1 Undertaking of the Company

2.1.1 Scope

1. Private line service is the furnishing of company facilities for communication by customers, authorized users or joint users between specified locations, twenty-four hours daily, seven days per week for a one month minimum period.
2. Private line service is furnished on a contract basis, subject to the availability of facilities and the requirements of the Company's exchange and message toll telephone services and subject to such other conditions as are specified in this tariff.
3. The Company does not undertake to transmit or relay messages in the furnishing of this service.
4. Facilities furnished by the Company on the premises of a customer, authorized user or joint user are the property of the Company.

2.1.2 Shortage of Equipment or Facilities

1. The Company reserves the right to limit or allocate the use of existing facilities that it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond the Company's control. The Company will not provide additional service or connect new service to any Customer that would contribute to a shortage condition until the problem has been identified and rectified. The Company will incur no liability for call interruptions resulting from the Company's efforts to avoid degradation.
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 availability and capacity of the Company's fiber optic cable and other facilities as well as facilities the Company may, from time to time, obtain from other carriers to furnish service as required at the sole discretion of the Company.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company

2.1.3 Terms and Conditions

1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
2. Customers may be required to enter into written Service Orders, which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
3. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order shall survive such termination. The company's inclusion of such early termination language does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.
4. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.6 below.
5. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company

Cox will comply with Part 64, Part D, Appendix A, of the FCC's Rules and Regulations, and the Commission's Minimum Telephone Service Standards set forth in Ohio Administrative Code ("O.A.C.") Chapter 4901:1-5 regarding the Company's failure to provide and maintain services offered under this Tariff.

1. Delays or Interruption of Service – Except as otherwise provided in O.A.C. Rule 4905:1-516 the liability, if any, for damages arising in connection with the furnishing of service under this tariff, including by not limited to mistakes, omissions, interruptions, delays, errors or defects in transmission, failures or defects in equipment or facilities furnished by the Company or arising out of failure of the Company to maintain proper standards of maintenance of operations or to exercise reasonable supervision, shall be limited to the extension of allowances for interruptions as set for in Section 2.6.1, Credit Allowances for Interruptions, following. The extensions for such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the company. The company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to the Customer as a result of any company service, equipment or facilities, or any acts or omissions or negligence of the company's employees or agents.
2. The liability of the company for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors, failures or defects in transmission occurring in the course of furnishing service and not caused by the negligence of the Customer, or of the company in failing to maintain proper standards of maintenance and operating and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, preemption, delay or error or defect in transmission occurs. No other liability shall in any way attach to the company in consideration of such delays or interruptions. The Company will not be liable for any loss or damage, nor for any impairment or failure of service arising from or in connection with the use of Customer-owned facilities or equipment.

PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

3. The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages (including any such claim or suit arising out of or related to the reservation of any specific number for use with a service), associated with the "ordinary" installation (including delays thereof) provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6, Credit Allowances for Interruptions, following, the Company's liability, if any, shall be limited as provided herein.
4. Indemnification – The Customer indemnifies and saves harmless the company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of the company's equipment, facilities and associated wiring on the Customer's premises and further, the Customer indemnifies and saves harmless the company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the company, and apparatus, equipment, and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company.

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Cox Communications
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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

4. Indemnification, cont'd - The services furnished by the Company, in addition to the limitations set forth above, also are subject to the following limitation. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the company, either:

- A. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the company shall not exceed an amount equal to a proportional amount of the company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or
- B. not prevented by Customer provided equipment.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

5. Defacement of Premises - No liability shall attach to the company by reason of any defacement or damage to the Customer's premises resulting from the existence of the company's equipment, facilities and associated wiring on such premises, or by the installation or removal thereof when such defacement or damage is not the result of the negligence of the company or its employees.
6. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: 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 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 military authority; preemption of existing service in compliance with national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lockouts, or work stoppages.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

7. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
8. The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
9. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
10. The Company does not guarantee or make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, 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 Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.4 Liability of the Company, cont'd.

11. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6, Provision of Equipment and Facilities, following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, equipment, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.
12. Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission 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 the exculpatory clause.

PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.5 Notification of Service-Affecting Activities

The Company may provide the Customer reasonable notification of service activities that 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 preventive 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. However, some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

1. All facilities used in providing a private line service shall be provided by the Company or by the Company and connecting companies.
2. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.6 Provision of Facilities, cont'd.

3. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
4. The Company shall not be responsible for the installation, operation or maintenance of any Customer 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. Beyond this responsibility, the Company shall not be responsible for:
 - A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer provided equipment; or
 - C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.6 Provision of Facilities, cont'd.

5. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the Customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the Customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the Customer's premises to remove this equipment and the Customer shall not unreasonably refuse such entry. If the Customer refuses to allow removal of this equipment, the Customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the Customer's telephone bill and the Customer agrees to pay these fees. The Customer shall assume responsibility for any and all such un-recovered equipment.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.7 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, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

Standard installation service charges reflect service provided between Monday through Saturday, 8:00 a.m. - 5:00 p.m., at current installation intervals and without work interruptions by the Customer. For Customer requests for expedited services that require installations on a date that is less than the normal offered interval, a 100% increase in applicable service charge shall apply, or if during a promotional period, the full non-discounted service charge would apply.

2.1.8 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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

PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
2. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
3. providing at no charge, 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, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide private line service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.3. Any costs associated with obtaining and maintaining 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 this section prior to accepting an order for service.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.3 Obligations of the Customer, cont'd.

2.3.1 General, cont'd.

The Customer shall be responsible for:

5. 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's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
6. 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 Customer premises or the right-of-way for which Customer is responsible under Section 2.3.1.4 above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.3 Obligations of the Customer, cont'd.

2.3.1 General, cont'd.

The Customer shall be responsible for (cont'd):

7. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
8. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
9. allowing the Company, or its agent, access to the property, with no notice, to remove Company facilities and/or equipment after the Customer has discontinued service.
10. providing the Company with written notification of any change in name, ownership or control.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.3 Obligations of the Customer, cont'd.

2.3.2 Claims

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

1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
2. 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 not contemplated by the agreement between the Customer and the Company.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

1. The Customer is responsible for providing and maintaining any terminal equipment on the Customer's premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations.
2. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6, Allowance for Interruptions of Service, following, is not applicable.

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SECTION 2 - Regulations, cont'd.

2.4 Customer Equipment and Channels, cont'd.

2.4.2 Station Equipment, cont'd.

3. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company 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 or other persons.
4. If the Company reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the Customer's expense.

2.4.3 Interconnection of Facilities

1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing private line service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.4 Customer Equipment and Channels, cont'd.

2.4.4 Inspections

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 is complying with the requirements set forth in Section 2.4.2, Station Equipment, preceding, for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
2. If the Customer fails to comply with the protective requirements addressed in 2.4.2, Station Equipment, preceding, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within 10 days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to take such actions and provide such notice, the Company may take whatever additional action is deemed necessary, including the denial or suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet. Such denial or suspension of service will be made in compliance with the Commissions Minimum Telephone Service Standards as set forth in O.A.C. 4901:1-5-17.

PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements

2.5.1 Establishment and Reestablishment of Service

The Company may require Customers to establish financial responsibility as a condition precedent to establishing private line service as set forth in O.A.C. Rule 4901:1-5-13. Both may rely on pertinent information obtained from credit reporting bureaus in determining whether creditworthiness grounds needs be established.

A Customer whose service has been discontinued for non-payment will be required to pay such debt or make other arrangements satisfactory to the Company.

If service is established and it is subsequently determined that the Customer or applicant is indebted to the Company for the same service previously furnished, the Company may suspend or terminate the service until satisfactory arrangements have been made for the payment of the prior indebtedness.

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SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.2 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

Objections must be received by the Company within 90 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.3 Fees, Surcharges and Taxes

Certain telecommunications services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate or terminate in Ohio, or both, and are charged to a subscriber's or account in Ohio.

The Customer is responsible for the payment of all state taxes, surcharges, utility fees, or other similar fees (i.e., 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 O.A.C. Chapter 4901:1-6. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges.

PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements

2.5.4 Billing and Collection of Charges

The Company will comply with the Commissions Minimum Telephone Service Standards with regards to subscriber billing, as set forth in O.A.C. 4901:1-5-15.

Bills will be rendered monthly to Customer.

1. All service, installation, monthly Recurring Charges and Non Recurring Charges are due and payable upon receipt.
2. The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.
3. For new Customers or existing Customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
4. Amounts not paid within 16 days after the date of invoice are considered past due. If the Company does not receive the entire amount billed by the due date, a late payment charge of 1.5% may be assessed on the outstanding balance.
5. When a Customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, a \$35.00 returned item fee may be applied to the Customer's account.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.5 Disputed Bills

The Customer shall notify the Company of any disputed charges on a bill as soon as possible. All charges not in dispute shall be paid by the Customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges, per O.A.C. 4901:1-5-05.

1. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
2. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.6 Advance Payments

The Company may require a Customer to make an advance payment as a condition of continue or new service where special construction is involved. The Company reserves the right to require from an applicant for service advance payments of recurring and non-recurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. The advance payment will not exceed an amount equal to the sum of the applicable non-recurring charges plus charges for one month of service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction.

PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.7 Deposits

1. The Company may at the time of application for service or at any time thereafter on five (5) days written notice may require a security deposit. The deposit requested will be held as a guarantee for the payment of charges. The Company agrees to abide by the regulations associated with Customer deposits as set forth in O.A.C. 4901:1-5-13. 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:

Two (2) month's projected billing for a service or facility. The estimated average billing will not include long distance charge from other non-affiliated service providers.

2. A applicant shall be required to pay a deposit if:
 - A. The Company establishes that the subscriber has unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating could be based; or
 - B. The Customer has outstanding, with any utility, an undisputed and unpaid service account within the last five (5) years; or
 - C. The Customer has, in an unauthorized or illegal manner, interfered with or used the service of a telephone company within the past five (5) years; or
 - D. The Customer during the last twelve (12) consecutive months was delinquent in the payment of a telecommunications service provider or Cox Affiliated Company account on more than two (2) occasions, presented a dishonored check for payment of a telecommunications service or Cox Affiliated Company account or had service disconnected due to nonpayment of a telecommunications or Cox Affiliated Company service.
3. Cox shall pay interest on cash deposits at no less than three (3) percent per annum pursuant to O.A.C. Rule 4901:1-17-05.
4. If a refund or credit of the deposit is made within one hundred eighty (180) days of receipt of the deposit, no interest payment shall be made.

- Regulations, cont'd. PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.7 Deposits, cont'd.

5. The deposit shall cease to draw interest on the date it is returned or credited to the End-User's account.
6. The amount of the deposit shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the Customer within thirty-days (30) after settlement of the consumer's account, either in person or by mailing it to the last known address.
7. If service is not connected, or after disconnection of service, Cox shall promptly and automatically refund or credit the Customer's deposit in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the area of Cox shall not be deemed a disconnection within the meaning of this rule, and no additional deposit may be required unless otherwise permitted by these rules.
8. Cox may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit.
9. The deposit made by the End-User with Cox at the time of application for telephone service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.
10. A Company shall maintain a record of all deposits received from subscribers, showing the name of each subscriber, the address of the premises for which the deposit is maintained, the date and amount of deposit, and the date and amount of interest paid.
11. Whenever a security deposit is accepted, the Company will issue to the subscriber a non-assignable receipt containing the following minimum information:
 - A. Name and current billing address of Customer;
 - B. Amount and date of deposit and a statement that the rate of interest to be paid on the deposit will not be less than 3% per annum if the deposit is held for 180 days or longer; and
 - C. Each transaction concerning the deposit.
12. Whenever a security deposit is refunded, the Company will keep deposit records for one year after the deposit is refunded.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.8 Discontinuance of Service

The Company will comply with the Commission's Minimum Telephone Service Standards regarding denial or discontinuation of service as set forth in O.A.C. 4901:1-5-17.

1. The Company will notify, or attempt to notify through any reasonable means, a Customer 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 the municipal ordinances or other laws pertaining to telecommunications services; or
 - C. A refusal by the Customer to permit the Company access to its facilities.
2. The Company will notify or attempt to notify through any reasonable means, the Customer before service is disconnected when the Customer has committed a fraudulent practice as set forth and defined in its tariffs on file with the Commission
3. The Company will not disconnect service of a Customer who pays the Company the total amount due (or an amount agreed upon between the Company and the Customer) on his/her account by the close of business on the disconnection date listed on the disconnection notice.
4. No notice is required prior to disconnection when:
 - A. An emergency may threaten the health or safety of a person, or the company's network. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
 - B. A Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
 - C. A subscriber tampers with facilities or equipment owned by the telecommunications provider.

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SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.8 Discontinuance of Service, cont'd.

5. Payment schedule and disconnection procedures for nonpayment:
 - A. A Customer'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.
 - B. The Company shall not disconnect the service:
 - Sooner than fourteen (14) days after the due date of the bill; and
 - Without sending a written notice of disconnection, postmarked at least seven (7) days prior to the date of disconnection of service.
 - C. The Company may disconnect service during its normal business hours; however, no disconnection for past due bills may be made after 12:00 P.M. on the day preceding a day that all services necessary for reconnection are not available.
6. A notice of disconnection for nonpayment shall include the requirements as set forth in O.A.C. 4901:1-5-17(L).

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SECTION 2 - Regulations, cont'd.

2.6 Allowances for Interruptions of Service

2.6.1 Credit Allowances for Interruptions

1. The Company shall make an adjustment to a Customer's bill in accordance with O.A.C. Rule 4901:1-5-16 whenever a Customer's service is interrupted and remains out of service for more than 24 consecutive hours after being reported to the Company or after being found by the Company to be out of service. The length of the service interruption will be computed on a continuous basis, Saturdays, Sundays and holidays included. This rule does not apply if the out-of-service condition:
 - A. Occurs as a result of interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
 - B. Occurs as a result of interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
 - C. Occurs as a result of interruptions due to the failure or malfunction of non-Company equipment;
 - D. Occurs as a result of interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 - E. Occurs as a result of interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
 - F. Occurs as a result of a malfunction of Customer-owned telephone equipment or inside wire;
 - G. Occurs as a result of interruption of service due to circumstances or causes beyond the Company's control, i.e., a military action, war, insurrection, riot, or strike; or
 - H. Cannot be repaired due to the Customer missing a repair appointment

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PRIVATE LINE SERVICE TARIFF

SECTION 2 – Regulations, cont'd.

2.6 Allowances for Interruptions of Service, cont'd.

2.6.1 Credit Allowances for Interruptions, cont'd.

2. If an out-of-service condition exceeds twenty-four (24) hours but is less than 48 hours, the Company will credit the Customer's bill for at least the pro rate portion of the monthly charge(s) for services rendered inoperative during the interruption. Credit for out-of-service conditions lasting longer shall be provided as follows:
 - A. The Company will provide a Customer who experiences an out-of-service condition of 48 hours but less than 72 hours a credit equal to at least one-third of one month's charges for services rendered inoperative.
 - B. The Company will provide a Customer who experiences an out-of-service condition of 72 hours but less than 96 hours a credit equal to at least two-thirds of one month's charges for services rendered inoperative.
 - C. The Company will provide a Customer who experiences an out-of-service condition of at least 96 a credit equal to at least one month's charges for services rendered inoperative.

2.6.2 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.7 Cancellation of Service

The Company will comply with the Commission's Minimum Telephone Service Standards regarding the cancellation of service as set forth in O.A.C. 4901:1-5-17.

2.7.1 Cancellation of Application for Service

1. When a Customer cancels 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 below.
 - A. Where the Company has notified a Customer or prospective Customer of the possibility that special expenses may be incurred in connection with provisioning the Customer's service, and then the Company does incur such expenses.
2. The special charges described above will be calculated and applied on a case-by-case basis.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.7 Cancellation of Service, cont'd.

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates service before the completion of the term for any reason whatsoever, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and payable as specified in this Tariff:

- A. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- C. all Recurring Charges specified in the applicable Tariff for the balance of the then current term, pro-rated for the fraction of the billing cycle in which service was furnished, and
- D. any other charges specified in this Tariff or in the service order for such early cancellation or termination.

2.7.3 Changes in Service

If the Customer makes or requests material changes in service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may 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.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.9 Notices and Communications

- 2.9.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3** All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first
- 2.9.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES

3.1 General

Private Line services are provided between specified customer locations twenty-four hours daily, seven days per week, with a minimum service period of one month (from the date of installation) except as otherwise specified herein.

Private line services are provided between two or more points within the state of Ohio.

Whenever facilities are provided jointly by the Company and one or more other telephone companies, the regulations, rates and charges of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the interexchange service provided by the Company.

Standard pricing is available for all non-custom services. Standard rates are provided in Section 3.6, Rates and Charges, following. The rates contained in this section are applied based on the locality of service, type of service and the term plan selected.

3.1.1 Two Point Service

Two Point Service allows two Customer-designated locations to be connected by one Special Access Service, either directly or through a hub. The service terminated at both locations must be the same speed and the same capacity.

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PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

3.1 General (Cont'd.)

3.1.2 On-Net v. Off-Net

1. On-Net Services are those, which connect two locations, which are both directly served by the Company's network. Pricing and regulations pertaining to On-Net Services are described in this tariff.
2. Off-Net Services are those where one or more locations to be connected are not served directly by the Company's network. Off-Net Service must be provisioned, in part, by another service provider. In the instances where the Company is able to provide Off-Net Services, the performance parameters and pricing of the Off-Net Services will be passed through to the Customer.
3. All rates included in Section 3.6, Rates and Charges, are for On-Net arrangements. Off-Net service charges will be developed on an Individual Case Basis.

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PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

3.2 Description of Application of Rates

3.2.1 Types of Rates and Charges

This section contains the specific regulations governing the rates and charges that apply for Special Access Service.

There are three types of rates and charges that apply to Special Access Service. These are monthly recurring rates, usages rates and non-recurring charges. These rates and charges are applied differently to the various rate elements as set forth in the following:

1. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service.) Nonrecurring charges are applicable for installation of services, installation of features and for certain service rearrangements. In addition, an Access Order Charge may be applicable as specified in 3.5, Rates and Charges, following.

2. Recurring Charges

Recurring Charges are monthly charges applied on a city-specific basis. Recurring charges apply to Two Point Service.

Recurring charges for Two Point Service will vary based on the locality of service, capacity of service, the distance of service and the term plan selected. Two Point Service recurring charges are applied on a circuit basis and reflect complete end-to-end charges.

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 premises.

B. Channel Mileage

The Channel Mileage rate category provides for the end office equipment and transmission channel between the serving wire center associated with the two customer premises.

PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

3.2 Description of Application of Rates, cont'd.

3.2.1 Types of Rates and Charges, cont'd.

2. Recurring Charges, cont'd.

C. Optional Features and Functions

Optional Features and Functions may be added to a private line service to improve its quality or utility to meet the Customer's specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained.

3.2.2 Termination Liability

Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

- 20% of the balance of the total billing payable during the life of the term, or
- the difference between the monthly rate for selected term plan and the monthly rate for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

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PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

3.3 Service Descriptions

3.3.1 DS1 Service

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services. AMI can support 24 56Kpbs channels and B8ZS can support 24 64Kbps channels.

3.3.2 Custom Services

Private Line Services not described above or requests for non-standard configurations and specialized service options will be handled on an Individual Case Basis as set forth in Section 3.4, Special Construction, following.

PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

3.4 Special Construction

Special construction or arrangement of facilities may be undertaken by the Company on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction cases/rates are on an Individual Case Basis. Special Construction is undertaken:

- where facilities are not presently available,
- where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- where the service is in a quantity greater than that which the Company would normally provide;
- where service is requested on an expedited basis;
- where service is requested on a temporary basis until permanent facilities are available;
- where the service requested involves abnormal costs; or
- where service is requested in advance of the Company's normal construction schedule.

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PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

3.5 Time and Material Service

1. This service provides for the Labor and Material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non-routine.
2. The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer Time and Material Charges listed in Section 3.6, Rates and Charges, following, for any maintenance visits with respect to service problems, which are determined to arise from equipment or facilities not provided by Company.
3. When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges as listed in Section 3.6, Rates and Charges, following, for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
4. If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges listed in Section 3.6, Rates and Charges, following, will apply.
5. At the Customer's request, and upon agreement by the Company, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges listed in Section 3.6, Rates and Charges, following, will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply (may need to specify how the additional charges will be calculated).

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PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

3.6 Rates and Charges - (On-Net Services)

3.6.1 High Capacity Service

1. High Capacity - DS1 Service (1.544 Mbps)¹

A. Channel Termination, per point of termination

Monthly Recurring Charge, per point of termination	135.79
Nonrecurring Charge	ICB

B. Channel Mileage

	<u>Fixed Monthly</u>	<u>Per Mile, Per Month</u>
0 miles	--	--
>0 miles	100.00	9.42

3. Digital Cross Connect

Per DS3 Connection	ICB
--------------------	-----

¹ Monthly Recurring Charges for term agreements may vary from rates displayed herein and are negotiated separate and apart from this Tariff.

PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

3.6 Rates and Charges - (On-Net Services), cont'd.

3.6.3 Time and Material Charges

	Nonrecurring Charge
1. Basic Time, normally scheduled working hours	
Per technician – 1 st ½ hour or fraction thereof	35.00
Per technician – ea. additional ¼ hour or fraction thereof	12.00
2. Overtime, outside of normally scheduled working hours	
Per engineer /technician – 1 st ½ hour or fraction thereof	40.00
Per technician – ea. additional ¼ hour or fraction thereof	16.00
3. Premium time, outside of schedule work day	
Per engineer /technician – 1 st ½ hour or fraction thereof	45.00
Per technician – ea. additional ¼ hour or fraction thereof	20.00

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PRIVATE LINE SERVICE TARIFF

SECTION 4 - CUSTOMER SPECIFIC CONTRACTS

4.1 General

- 4.1.1** The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be filed with the Public Utilities Commission of Ohio and will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.
- 4.1.2** Services provided under contract are not eligible for any promotional offerings, which may be offered by the Company from time to time.
- 4.1.3** Contracts in this section are available to any other similarly situated Customer that places an order for such contract service within 90 days of the effective date of such contract service.

1. High Capacity Service (3.6.1)

	<u>Monthly Recurring Charges</u>	<u>Nonrecurring Charges</u>
A. <u>Channel Termination</u>		
Per Point of Termination		
- DS1 (1.544 Mbps)	\$135.79	ICB
- DS3 (44.736 Mbps)		
1 st Channel Termination	\$1800.00	ICB
2 nd Channel Termination	\$1661.00	ICB
3 rd Channel Termination	\$1637.00	ICB

B. Channel Mileage

	<u>Monthly Rates</u>	
	<u>Fixed</u>	<u>Per Mile</u>
<u>DS1 (1.544 Mbps)</u>		
Mileage Bands		
0	None	None
>0 to 4	\$100.00	\$9.42
>4 to 8	\$100.00	\$9.42
>8 to 25	\$100.00	\$9.42
>25	\$100.00	\$9.42
<u>DS3 (44.736 Mbps)</u>		
Mileage Bands		
0	None	None
>0 to 4	\$703.48	\$80.00
>4 to 8	\$703.48	\$80.00
>8 to 25	\$703.48	\$80.00
>25	\$703.48	\$80.00

2. Multiplexing (3.6.2)

Per DS3 to DS1, per month \$385.00

3. Time and Material Charges (3.6.3)

	Nonrecurring Charge
1. Basic Time, normally scheduled working hours	
Per technician – 1 st ½ hour or fraction thereof	35.00
Per technician – ea. additional ¼ hour or fraction thereof	12.00
2. Overtime, outside of normally scheduled working hours	
Per engineer /technician – 1 st ½ hour or fraction thereof	40.00
Per technician – ea. additional ¼ hour or fraction thereof	16.00
3. Premium time, outside of schedule work day	
Per engineer /technician – 1 st ½ hour or fraction thereof	45.00
Per technician – ea. additional ¼ hour or fraction thereof	20.00

Exhibit B
Case No. 08-767-TP-ATA

Cox Communications
PUCO Tariff No. 1, Private Line Service Tariff

Revised Tariff Pages

PRIVATE LINE SERVICE TARIFF

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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21	Original	47*	1st Revised		
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(*) Denotes new or revised page.

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PRIVATE LINE SERVICE TARIFF

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements

2.5.4 Billing and Collection of Charges

This language is no longer contained in the tariff because the former language has been replaced by Rule 4901:1-6-06(B)(1)(e) of the Ohio Administrative Code (OAC). However, Customers can view this material in the Competitive Telecommunications Service Guide which is posted on Cox Communication's website at www.cox.com/cleveland.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.5 Disputed Bills

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2.5.6 Advance Payments

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.7 Deposits

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.7 Deposits, cont'd.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.8 Discontinuance of Service

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.5 Payment Arrangements, cont'd.

2.5.8 Discontinuance of Service, cont'd.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.6 Allowances for Interruptions of Service

2.6.1 Credit Allowances for Interruptions

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PRIVATE LINE SERVICE TARIFF

SECTION 2 – Regulations, cont’d.

2.6 Allowances for Interruptions of Service, cont’d.

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2.6.2 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

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Cox Communications
1400 Lake Hearn Drive, Atlanta, GA 300319

PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

2.7 Cancellation of Service

This language is no longer contained in the tariff because the former language has been replaced by Rule 4901:1-6-06(B)(1)(e) of the Ohio Administrative Code (OAC). However, Customers can view this material in the Competitive Telecommunications Service Guide which is posted on Cox Communication's website at www.cox.com/cleveland.

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PRIVATE LINE SERVICE TARIFF

SECTION 2 - Regulations, cont'd.

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PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES

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PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

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PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

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SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

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SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

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SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

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SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

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PRIVATE LINE SERVICE TARIFF

SECTION 3 – SERVICE DESCRIPTION/PROVISIONING/RATES (CONT'D)

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PRIVATE LINE SERVICE TARIFF

SECTION 4 - CUSTOMER SPECIFIC CONTRACTS

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Exhibit C
Case No. 08-767-TP-ATA

Cox Communications
PUCO Tariff No. 1, Private Line Service Tariff

Narrative of Tariff Changes

<u>Page(s)</u>	<u>Section</u>	<u>Remarks</u>
1.1	Check Sheet	Add to tariff
2 & 3	Contents	Revised to delete detariffed items
31	2.5.4, Billing and Collection of Charges	Revised to delete detariffed items
32	2.5.5, Disputed Bills	Revised to delete detariffed items
33	2.5.6, Advance Payments	Revised to delete detariffed items
33 & 34	2.5.7, Deposits	Revised to delete detariffed items
35 & 36	2.5.8, Discontinuance of Service	Revised to delete detariffed items
37 & 38	2.6.1, Credit Allowances for Interruption	Revised to delete detariffed items
39 & 40	2.7, Cancellation of Service	Revised to delete detariffed items
43 - 51	3.1 - 3.6.3	Revised to delete detariffed items
52	4.1	Revised to delete detariffed items
Addendum to Tariff	Summary of Prices	Deleted Price List

Section numbers and material contained in the following tariff page numbers were eliminated pursuant to the Public Utilities Commission of Ohio detariffing rules. However, the tariff pages still contain a reference directing Customers to the material contained in the Competitive Telecommunications Services Guide which is posted on Cox Communication's website at www.cox.com/cleveland: 2 and 3, 31, 32, 33, 34, 35, 36, 37, 38, 39, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and Addendum to Cox Tariff-Summary of Prices.

Exhibit D
Case No. 08-767-TP-ATA

Cox Communications
PUCO Tariff No. 1, Private Line Service Tariff

Cox Communications has posted on its website, www.cox.com/cleveland, the Competitive Telecommunications Service Guide which contains all rates, terms and conditions for detariffed services. In addition, the Company will include in bills to be mailed June 13, 2008, a customer notice explaining the detariffing procedure. A copy of that notice is included as Exhibit E of this filing.

Exhibit E
Case No. 08-767-TP-ATA

Cox Communications
PUCO Tariff No. 1, Private Line Service Tariff

Customer Notice

Beginning on June 30, 2008 the prices, service descriptions, and the terms and conditions related to Private Line services currently offered by Cox Communications will no longer be on file with the Public Utilities Commission of Ohio (PUCO).

This would include virtually all Private Line services and does not include dial tone. You will be able to find these services in a Competitive Telecommunications Service Guide online at www.cox.com/cleveland, or you can request a copy of this information by contacting Cox Communications at 216-535-3500 (or toll free at 866-737-7857).

Exhibit F
Case No. 08-767-TP-ATA

Cox Communications
PUCO Tariff No. 1, Private Line Service Tariff

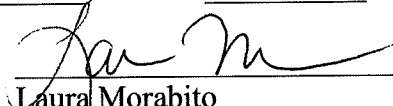
Affidavit

AFFIDAVIT

STATE OF OHIO)

I, Laura Morabito am an authorized agent of the applicant corporation, Cox Communications, and am authorized to make this statement on its behalf. I attest that the customer notice accompanying this affidavit has been sent to affected customers through a billing notice on June 13, 2008, in accordance with rule 4901:1-6-06, Ohio Administrative Code, I declare under penalty of perjury that the foregoing is true and correct.

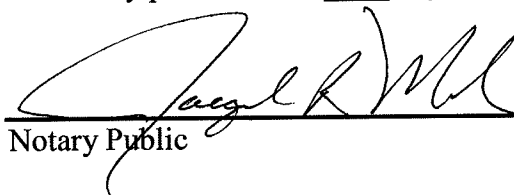
Executed on 6/10, 2008 at _____.



Laura Morabito
Vice President-Marketing
12221 Plaza Drive
Parma, Ohio 44130

6/10/08
Date

Sworn and subscribed before my presence this 10 day of June, 2008.


Notary Public

JACQUELINE R. MADISEN
Notary Public, State of Ohio
My commission expires Jan. 30, 2012

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/25/2008 10:27:21 AM

in

Case No(s). 08-0767-TP-ATA

Summary: Application Cox Ohio Telcom, L.L.C. Application to Detariff electronically filed by Stephen M Howard on behalf of Cox Ohio Telcom, L.L.C.