

2600 Maitland Center Pkwy.

Suite 300

Maitland, FL 32751

P.O. Drawer 200

Winter Park, FL

32790-0200

Tel: 407-740-8575

Fax: 407-740-0613

www.tminc.com

Ms. Renee Jenkins, Commission Secretary

Public Utilities Commission of Ohio 180 East Broad Street, 13<sup>th</sup> Floor

Columbus, OH 43215-3793

Detariffing package for Global Crossings North American Networks, Inc.

Docket No. 08-729-TP-ATA

Dear Ms. Jenkins:

RE:

Enclosed for filing please find the original copy of the replacement Interexchange tariff and detariffing package submitted on behalf of Global Crossings North American Networks, Inc. The Company respectfully requests an effective date of June 30, 2008.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Any questions you may have regarding this filing may be directed to me at 407-740-3001 or via email to tforte@tminc.com.

Thank you for your assistance with this matter.

Sincerely

Thomas M. Forte

Consultant to Global Crossings North American Networks, Inc.

TMF/rg

cc:

D. Peters – Global Crossings Global Crossings – OH IXC

file: tms:

OHi0801

# 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		)	TRF Docke	t <b>90</b>	-		TP	-	TRF
Global Crossing North American Networks, Inc.		)	Case No.	08	-	729	TP	-	ATA
To Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD		)	NOTE: Unless	·	e reserved	l a Case No	. leave	the	"Case No"
Name of Registrant(s)	Global Crossing North A	mer	ican Networl	ks, Inc.					
DBA(s) of Registrant(s)									
Address of Registrant(s)	1080 Pittsford-Victor Road, Pittsford, NY 14534								
Company Web Address	www.globalcrossing.com								
Regulatory Contact Person(s)	Diane L. Peters		Phone	585-25	5-1425	Fax	877-	766	5-2492
Regulatory Contact Person's Email Address diane.peters@globalcrossing.com									
Contact Person for Annual Report	Lori Blakely		Phone	585-25	5-1327	Fax	877-	766	5-2492
Address (if different from above)	lori.blakely@globalcrossing.com								
Consumer Contact Information						Phone	800-4	482	-4848
Address (if different from above)	iccc@globalcrossing.com	l							

### 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	☐ ILEC	CLEC	⊠ CTS
Business Tier 2 Services			
Residential & Business Toll Services			$\boxtimes$
Other Changes required by Rule (Describe in detail in Exhibit C)			$\boxtimes$

### Part II - Exhibits

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

Included	Identified As:	Description of Required Exhibit:
$\boxtimes$	Exhibit A	The existing affected tariff pages.
$\boxtimes$	Exhibit B	The proposed revised tariff pages.
$\boxtimes$	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.
	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:
		• 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).
$\boxtimes$	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).
	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

applicant.

# **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I, Thomas M. Forte, am an officer/agent of the applicant corporation, Global Crossing North American Networks, Inc. and am authorized to make this statement on its behalf. 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 26, 2008 at (Location) 2600 Maitland Center Parkway, Suite 300, M	aitland, Florida 32751
Kunst for	6/46/08
* Thomas M. Forte, Consultant to Global Crossing North American Networks, Inc.	Date
• This affidavit is required for every tariff-affecting filing. It may be signed by counsel or authorized agent of the applicant.	an officer of the applicant, or an
<u>VERIFICATION</u>	
I, <u>Thomas M. Forte</u> verify that I have utilized the Telecommunications Application Form for provided by the Commission and that all of the information submitted here, and all additional information that case, is true and correct to the best of my knowledge.	ormation submitted in connection
Hunst Tru	6/26/08
* Thomas M. Forte, Consultant to Global Crossing North American Networks, Inc.	Date
*Verification is required for every filing. It may be signed by counsel or an officer of the application	ant, or an authorized agent of the

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

GLOBAL CROSSINGS NORTH AMERICAN NETWORK, INC.

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

# PUCO 1

# GLOBAL CROSSING NORTH AMERICAN NETWORKS, INC.

# Case No.

COMPETITIVE TELECOMMUNICATIONS SERVICES:	Page Reference:
Dedicated Leased Line Services	33-35
High Capacity T1	35
Switched Message Service	36-48
Switched Access	37
Directory Assistance	37
Frontrunner Service	38
800 Hotline Home	41
Simplicity	42
Dimension	44
Plan X	46
Integrated Residential Service	47
Dedicated Access	49-51
Dimension Dedicated	50
Miscellaneous and Special Services	52-71
Consumer OMNI Card	52
Conference Calling	55
Operator Services	56
Service Discounts for Communications Impaired Customers	60
Promotional Offerings	61
Common Sense	63
Preferred Value	66

Issued: August 29, 2000 Effective: August 30, 2000

Issued by:
Manager, Tariffs & Compliance
180 South Clinton Avenue

Rochester, New York Case No. 00-1308-TP-ACE

# TABLE OF CONTENTS

 Section	Page Page
Concurring Carriers	3
Connecting Carriers	3
Explanation of Abbreviations and Symbols	4
Other Participating Carriers	3
Section 1 Application of Tariff	5
Section 2 Regulations	6
Section 3 Service Description and Rates	
General Description of Service and Rates	
Dedicated Leased Line Service	34
Switched Message Service	36
Switched Message Service Terminating in Dedicated Ac	cess Lines 49
Miscellaneous and Special Services	52

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance
180 South Clinton Avenue

Rochester, New York

# **CONCURRING CARRIERS**

None

# **CONNECTING CARRIERS**

None

# OTHER PARTICIPATING CARRIERS

None

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York Effective: August 30, 2000

### **EXPLANATION OF SYMBOLS**

- (C) to signify changed regulation
- (D) to signify discontinued rate or regulation
- (N) to signify new rate or regulation
- (T) to signify a change in text but no change in rate or regulation
- (M) to signify text that previously appeared on a different page

### EXPLANATION OF ABBREVIATIONS

Hz - hertz kHz - Kilohertz bps - bits per second LDA - Local Distribution Area

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York Effective: August 30, 2000

### **SECTION 1. APPLICATION OF TARIFF**

1.1 This tariff applies to interexchange common carrier communications service furnished by Global Crossing North American Networks, Inc., hereinafter referred to as the Carrier, between cities where in carrier offers communications channels over its facilities in the contiguous United States. The tariff also provides for the interconnection of the Carrier's facilities with the facilities of other common carriers and private communications systems.

Sections 3.2 describes the rate elements applicable to private line channels, including dedicated and switched private line. Section 3.3 describes the rate elements applicable to a service which offers subscribers a shared switched message service between certain cities. It is billed on the basis of usage on the system in addition to nonusage sensitive billing for other rate elements.

#### 2.1 Definitions

Certain terms used generally throughout this tariff for interexchange common carrier communications channels furnished by the Carrier over its facilities are defined below.

### **Access Line**

An arrangement which connects the Customer's location to a Global Crossing North American Networks, Inc. switching center or point of presence.

### **Account Codes**

Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

# Aggregator

Any person, firm, corporation, or other entity who subscribes to the services of the Company for the purposes of providing telecommunications services to its patrons.

### **Alternative Operator Services**

Alternative Operator Services are those services provided by the Carrier in which the Customer and the End User are totally separate entities. The Carrier contracts with the Customer to provide the Alternative Operator Services; however, the Carrier does not directly contract with the End User to provide the services even though it is the End User who actually pays for the processing of the operator assisted calls.

### **Authorized User**

A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Issued: August 29, 2000

# 2.1 Definitions (Continued)

### **Business Line Termination**

For use with inbound service only. Incoming calls are routed directly to the Customer's existing local exchange line. No dedicated access terminations are required.

# **Collect Billing**

A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

# Company or Carrier

Global Crossing North American Networks, Inc. unless otherwise clearly indicated by the context.

Issued: August 29, 2000

Effective: August 30, 2000

### **SECTION 2. REGULATIONS**

# 2.1 Definitions (Continued)

### **Customer or End User**

The person, firm, corporation, or other entity which orders and establishes service with the Company, either for its own use or for purposes of resale; and who accesses the Company's network via presubscription, dedicated access, travel and debit card services, or by dialing the Company's 10XXX or 101XXXX, 950, 700 or 500 access codes; and who is responsible for the payment of charges and for compliance with the Company's tariffs. The term "Customer" shall also include a person, firm, corporation or other entity that has not established an account with the Company but 1) accesses and uses the Company's network for telecommunications services via an access code belonging to the Company or any of its affiliates or subsidiaries; 2) places an operator service call from a telephone made available to transient users and presubscribed to the Company, or accepts charges for a collect or third party call carried by the Company; or 3) otherwise accesses the Company's network and receives services for which no other Customer is obligated to compensate the Company.

# Customer Dialed Calling Card Call

A service whereby the End User dials all of the digits necessary to route and bill the call to a valid non-Global Crossing calling card or credit card.

### **Daytime**

From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

### **Dedicated Access**

See Special Access.

#### **End User**

(See customer)

# **Equal Access**

The ability of the Carrier to serve End Users on a presubscribed basis rather than through the use of dial access codes.

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York

# 2.1 Definitions (Continued)

# Holidays

Global Crossing-recognized National Holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

# **LATA**

Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

# **LEC**

Local Exchange Company

Issued: August 29, 2000

Issued by:

Effective: August 30, 2000

# 2.1 Definitions (Continued)

# **Operator Station Call**

A service whereby caller places a non-Person to Person call with the assistance of an operator (live or automated).

## Person to Person Call

A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

### **OMNI Card**

A billing mechanism which enables a Subscriber or Customer to access the services of the Carrier while away from home or office.

# **Premises**

A building or buildings on contiguous property.

Issued: August 29, 2000

### 2.1 Definitions (Continued)

### Special Access Origination/Termination

Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

# **Special Construction**

Service configurations specifically designed and constructed at a Customer's request.

### Subscriber

The person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this tariff. Also see Aggregator and Customer.

### Switched Access Origination/Termination

Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Issued: August 29, 2000

# 2.1 Definitions (Continued)

# Third Party Billing

A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

# **Traditional Operator Services**

Traditional Operator Services are those services provided by the Carrier in which the End User has a Customer relationship with the Carrier, the Carrier contracts with the Customer/End User to provide the services, and the Customer/End User pays for the actual processing of the operator assisted calls.

Issued: August 29, 2000

Effective: August 30, 2000

### **SECTION 2. REGULATIONS**

# 2.2 Description of Service

The Company is an interexchange communications common carrier providing intercity communications channels of various data speeds designed to provide for transmission of voice, data, facsimile, and other special services on a switched and dedicated basis, as well as Traditional and Alternative Operator Services, and Conference Calling. Facilities are offered to met the particular transmission needs of the subscriber. When subscriber needs cannot be met by the standard service offerings in this tariff, a "special customer agreement" package will be designed to fit such unique requirements. The Carrier stands ready to provided technical assistance to the subscriber to the extent of properly matching the subscriber's equipment with that of the Carrier, in order to help him meet his requirements for interexchange communications service.

## 2.3 Undertaking of the Carrier

.1 The facilities of the Carrier will be available as soon as practical after receipt of an order for channels between any and all points of the Carrier's system and to all other domestic points beyond carrier's system through arrangements with other carriers, as licensed by the Federal Communications Commission. Interconnection of the Carrier's facilities with the facilities of other communications common carriers, with private systems, and with International Record Carriers (IRCs) will be permitted.

Issued: August 29, 2000

Issued by:

Rochester, New York

# 2.3 Undertaking of the Carrier (Continued)

.2 The obligation of the Carrier to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the subscriber order for service. The Carrier will make all reasonable efforts to secure the necessary facilities and will amend its tariff accordingly, providing such new service will not adversely affect the Carrier's present services.

# 2.4 Liability of the Carrier

- The liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the subscribers, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in the transmission occur. For the purpose of computing such amount, a month is considered to have 30 days. In no event will Carrier be responsible for consequential damages or lost profits suffered by Subscriber on account of interrupted or unsatisfactory service unless Carrier is found to have engaged in willful and wanton misconduct.
- .2 Approval of the above tariff language by the Public Utility Commission of Ohio does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier 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.
- .3 In no event will the Carrier be liable for damages caused by conditions and circumstances beyond the Carrier's control.
- .4 In no event will the Carrier be labile for damages to Subscriber's equipment after the point at which the Carrier interconnects with the Subscriber equipment.

Issued: August 29, 2000

# 2.4 Liability of the Carrier (Continued)

- .5 The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other Carriers shall be deemed to be agents or employees of the Carrier.
- .6 The Carrier shall be indemnified and held harmless by the customer against:
  - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the customer over the Carrier's facilities; and
  - B. Claims for patent infringement arising from combining or connecting the Carrier's facilities with apparatus and systems of the customer; and
  - C. All other claims arising out of any act or omission of the customer in connection with any service provided by the Carrier.
- .7 The Carrier will make no refund of overpayments by a Subscriber unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the carrier can be produced which would justify a credit beyond one year.

Issued: August 29, 2000

# 2.5 Obligations of the Subscriber

- of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents arising from, combining with, or used in connection with, channels furnished by the Carrier, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscribers in connection with the channels provided by the Carrier.
- .2(A) The facilities provided hereunder by the Carrier may be terminated in subscriber-provided terminal equipment or subscriber-provided communication systems. When such terminations are made, the subscriber shall comply with the minimum protective criteria which shall be no less stringent than the criteria generally accepted in the telephone industry or other appropriate criteria as may be prescribed by the Carrier.
- .2(B) In addition when services using telephone company voice grade facilities are terminated in subscriber-provided terminal equipment or subscriber-provided communications service, subscriber shall comply with the minimum protective criteria set forth below:
  - (1) In order to prevent excessive noise and crosstalk, it is necessary that the power of the signal applied to telephone company's facilities be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by subscriber-provided equipment at the point of termination will be specified by the Carrier for each application to be consistent with the signal power allowed on the telecommunications network;

Issued: August 29, 2000

# 2.5 Obligations of the Subscriber (Continued)

# .2(B) (Continued)

- (2) to protect telephone company services from interference at frequencies which are above the band of facilities provided, the Carrier will specify the acceptable signal power in the following bands which may be applied by subscriber provided power equipment or communications system at the point of termination to insure that the input to the telephone company facilities shall not exceed the limits set forth below:
  - the power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in (B) (1) preceding.
  - the power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 db below one milliwatt.
  - the power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one milliwatt.
  - the power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one milliwatt.
  - the power in the band above 40,000 Hertz shall not exceed 50 db below one milliwatt.
- (3) Where there is connection via subscriber-provided terminal equipment or subscriber-provided communications system to a message telecommunications service or a WATS service, to prevent the interruption or disconnection of a call or interference with network control signaling it is necessary that the signal applied by the subscriber-provided equipment to the interface at no time have energy solely in the 2450 to 2750 Hertz band and when signal power is present in the 2450 to 2750 Hertz band, it must not exceed the power present at the time in the 800 to 2450 Hertz band.

Issued: August 29, 2000

# 2.5 Obligations of the Subscriber (Continued)

# .2(B) (Continued)

- (4) Where such subscriber-provided equipment or subscriber= provided communications system applies signals having components in the frequency spectrum below 300 Hertz, excluding ringing signals, the currents and voltages (including all harmonic and spurious signals) at the interface shall not exceed the limits indicated in (a) through (d) following:
  - (a) The maximum root-mean-square (rms) value, including DC and AC components, of the current per conductor will not exceed 0.15 ampere.
  - (b) The magnitude of the peak of the conductor to ground voltage shall not exceed 70 volts.
  - (c) The conductor to conductor voltage shall be such that the conductor to ground voltage limit in (b) preceding is not exceeded. If the signal source is not grounded, the voltage limit in (b) preceding applies to the conductor to conductor voltage.
  - (d) The total weighted rms voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products of the weighting factors for the individual frequency components times the square of the rms voltage of the individual frequency components. The weighting factors are as indicated:

for frequencies between	weighting factor
50 Hertz and 100 Hertz	$f^2/10^4$
100 Hertz and 300 Hertz	f <sup>3</sup> .3/10 <sup>6</sup> .6

where f is the numerical value of the frequency, in Hertz, of the frequency component being weighted.

Effective: August 30, 2000

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York

#### 2.5 **Obligations of the Subscriber (Continued)**

- .2(B) (Continued)
  - (5) Where the signal applied by the subscriber-provided terminal equipment or the subscriber-provided communications service will have energy solely in the 2625 and 2750 Hertz Band, the subscriber shall coordinate the applications of such signal with the Carrier.
- .2(C) When services using telephone company medium speed digital facilities, are terminated in subscriber-provided terminal equipment, or subscriber-provided communications systems, the subscriber shall comply with the minimum protective criteria set forth below:
  - (1) the maximum root-mean-square (rms) value, including DC and AC components of the current per conductor will not exceed 0.15 ampere,
  - (2) the magnitude, of the peak of the conductor to ground voltage shall not exceed 70 volts,
  - (3) the conductor voltage shall be such that the conductor to ground voltage limit in (2) preceding is not exceed. If the signal source is not grounded, the voltage limit in (2) preceding applies to the conductor to conductor voltage,
  - **(**4) the total weighted rms voltage within the band from 10 Hertz to 10,000 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products of the weighting factors for the individual frequency components times the square of the rms voltage of the individual frequency components. The weighting factors are as indicated:

for frequencies between 50 Hertz and 100 Hertz 100 Hertz and 10,000 Hertz

weighting factor  $f^2/10^4$  $f^3.3/10^6.6$ 

Effective: August 30, 2000

where f is the numerical value of the frequency, in Hertz, of the frequency component being weighted.

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York

# 2.5 Obligations of the Subscriber (Continued)

# .2(C) (Continued)

where f is the numerical value of the frequency, in Hertz, of the frequency component being weighted.

- (5) the total voltage within the frequency band from 10,000 Hertz to 25,000 Hertz shall not exceed 0.05 volts rms,
- (6) the total voltage within the frequency band from 25,000 Hertz to 40,000 Hertz shall not exceed 0.012 volts rms,
- (7) the total voltage within the frequency band above 40,0-00 Hertz shall not exceed 0.0025 volts rms,
- (8) the foregoing signal level restrictions are based upon multiple disturbers being present in a given cable. When several metallic circuits employing pulse-type transmission are keyed simultaneously, the signal limits stipulated in (4) through (7) preceding must be reduced by multiplying the voltage signal limits by a factor of 1/N where N is the expected number of transitions occurring simultaneously.
- (9) where the signal applied by the subscriber-provided terminal equipment or the subscriber-provided communications service will have energy solely in the 2675 to 2750 Hertz band, the subscriber shall coordinate the application of such signal with the Carrier.

Issued: August 29, 2000

# 2.5 Obligations of the Subscriber (Continued)

.3 The subscriber will be responsible for insuring that subscriber-provided signals will not result in interference with any of the services provided by the Carrier or interfere with others using services provided by the Carrier. Physical arrangements for protection of the Carrier's facilities, serving the subscriber, shall be employed, if needed. The subscriber will be required to use only those devices found to be necessary to insure proper operation of the local distribution facility and the intercity channel facility. The intent of this provision is to insure proper signal insertion so as to protect the entire network. All signals must be of the proper type bandwidth, and other technical parameters, so as not to damage the Carrier's equipment or degrade service to other subscribers. It shall also be the responsibility of the subscriber to provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of Carrier's equipment on the subscriber's premises.

Issued: August 29, 2000 Effective: August 30, 2000

Issued by: Manager, Tariffs & Compliance
180 South Clinton Avenue

Rochester, New York

# 2.5 Obligations of the Subscriber (Continued)

- The equipment and facilities which are connected with those of the Carrier shall be constructed, operated, and maintained by those providing same so as to work satisfactorily with the service furnished by the Carrier. Such equipment and facilities shall be suitable to avoid hazard or damage to Carrier's plant or of injury to Carrier's employees or to the public because of the character of location of such equipment or facilities and sources of power to which it is connected. In cases in which additional protection equipment is required, this shall be provided by the subscriber or by the Carrier at the subscriber's expense.
- .5 Upon notice form the Carrier that the equipment or facilities of the subscriber, or of others so authorized to be connected, is causing or is likely to cause hazard or interference, the subscriber, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference.
- .6 The subscriber shall be liable for:
  - (a) Reimbursing the Carrier for all loss through theft, fire, flood or other catastrophes, of the equipment or facilities on subscriber's premises.
  - (b) Reimbursing the Carrier for damages to facilities or equipment caused by the negligence or willful acts of the subscriber's officers, employees, agents, or contractors.
  - (c) The subscriber shall be responsible for all calls placed by or through subscriber's equipment by any person. In particular and without limitation to the foregoing, the subscriber is responsible for any calls placed by or through the subscriber's equipment via any remote access features. The subscriber is responsible for all calls placed via their authorization code as a result of the subscriber's intentional or negligent disclosure of the authorization code.

Issued: August 29, 2000

Issued by:

Effective: August 30, 2000

# 2.5 Obligations of the Subscriber (Continued)

- .7 The Carrier reserves the right of entrance for its employees, agents or contractors to the premises of the subscriber at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing the Carrier's channels or equipment. It shall be the responsibility of the subscriber to make any necessary arrangements with the owners of the premises for the entrance of the Carrier's employees, agents, or contractors.
- .8 Certain telecommunication 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 telephone number or account in Ohio.

Issued: August 29, 2000

### 2.6 Use of Service

Neither subscribers, nor their authorized users may use the services furnished by the Carrier for any unlawful purpose, including service configurations of switched analog voice services which, as a result of sharing thereof, are the equivalent of a service configuration which exceeds the scope of Carrier's applicable authorization. This revision does not prohibit subscribers, and authorized users, from sharing the cost of the service on a nonprofit basis. Use and restoration of the service furnished by the carrier will be in accordance with Part 64, Subpart D of the Federal Communications Commission Rules.

# 2.7 Application for Service

The Carrier will require a subscriber to sign an application form furnished by the carrier and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment of such service. Carrier's acceptance of an order for service to be provided to an applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Carrier may be subject to the provisions as described in Section 2.9. This application shall state the date on which service is to begin and the points between which service is to be provided, the type of facilities required, and any special arrangements related thereto.

The Carrier will also require a signed authorization from a subscriber for additions to or changes in the existing service of such subscriber.

An application for service cancelled by the subscriber or the Carrier prior to the establishment of the service applied for is subject to provisions of Regulations 2.11 and 2.12.

### 2.8 Minimum Service Period

A minimum period for service will be one month (30 days) unless otherwise stated.

Issued: August 29, 2000

# 2.9 Advance Payments and Deposits

Each service applicant will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Carrier may be required to make an advance payment or a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing customer may be required to make a deposit or increase a deposit presently held.

# .1 Advance Payments

- A. An advance payment may not exceed the estimated charges for two (2) months' service plus installation.
- B. Credit of advance payment equal to one (1) months charges plus installation will be applied to the subscriber's account on the first bill rendered after the service is installed. Balance of payment will be applied to successive monthly billings.

### .2 Deposits

- A. A deposit is not to exceed the estimated charges for two (2) months service plus 30% of the estimated charge. Deposits will be held for a period of one year. Interest on intrastate deposits will be in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code. Interest will be no less than 3% and at least comparable to current passbook savings rates.
- B. A deposit will be returned when an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.
  - A deposit will be returned upon the discontinuance of service. The Carrier will refund the subscriber's deposit or the balance in excess of unpaid bills for that service. At the option of the Carrier, such a deposit may be refunded or credited to the subscriber at any time prior to the termination of the service.
- C. The fact that a deposit has been made in no way relieves the subscriber from complying with the regulation with respect to advance payments and the prompt payment of bills on presentation.

Issued: August 29, 2000

### 2.10 Payment of Charges

For billing of fixed charges, service is considered to be established on the day following the day in which the Carrier notified the subscriber of completion of installation and testing of the Carrier's channels and equipment (for private line service) or of completion of installation and testing of the subscriber's Authorization Code (for message service).

All recurring charges which are determined in advance, including minimum charges, are billed monthly in advance. Charges based on actual usage during a month will be billed monthly in arrears. Installation and other nonrecurring charges are payable upon demand by Carrier. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. For the purpose of computing charges, a month is considered to consist of 30 days.

Bills are due on the due date shown on the bill. If written objection is not received by the Carrier within six months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the subscriber.

# .1 Late Payment Charge

Customer bills for telephone service are due when they are rendered. A customer is in default unless payment is made on or before the due date specified on the bill.

If payment is not made within 23 days of the date of the bill, a late payment charge of one and one-half percent (1-1/2%) per monthly billing period will be applied to all mounts previously billed under this company's tariff(s), excluding one month's local service charge, but including arrears and unpaid late payment charges.

## .2 Returned Check Charges

A customer charge will be assessed for all checks returned by drawee bank for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank.

Per Returned Check

\$10.00

Effective: August 30, 2000

Issued: August 29, 2000

## 2.11 Cancellation of Application for Service

Where the subscriber or applicant cancels an application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the carrier shall apply, but in no chase shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any.

Where special construction has been started prior to cancellation, a charge equal to costs incurred in the special construction,, less net salvage, applies. In determining the charge, canceled service is treated as discontinued as of the date on which it was to have been placed in service. Installation or special construction for a subscriber or applicant is considered therewith or in preparation therefor which would not otherwise have been incurred, provided that the subscriber or applicant has advised the carrier in writing to proceed with the installation or special construction.

Where the subscriber or applicant delays activation of his service during the period 30 days following the scheduled installation date for a period of more than one week normal charges for local distribution facilities and network Terminations shall apply from the scheduled date of installation. In the event the customer-induced delay exists for more than 30 days after the scheduled installation date, the Carrier may consider the delay a cancellation of application of service.

## 2.12 Cancellation for Cause

The Carrier, by written notice to the subscriber or applicant, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:

- (a) Non-payment of any sum due to the carrier for service for more than 60 days beyond the date of rendition of the bill for such service; or
- (b) A violation of or failure to comply with, any regulation governing the furnishing of service; or
- (c) The Carrier is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

Issued: August 29, 2000

#### 2.13 Disconnection of Service

Subscriber may disconnect service at any time following the minimum service requirement as described in Section 2.8. Written notification to the Carrier will be required 30 days prior to the disconnection of monthly fixed charges.

# 2.14 Interruption of Service

It shall be the obligation of the subscriber to notify the carrier of an interruption in service. Before giving such notice, the subscriber shall ascertain that the trouble is not being caused by any action or omission of the subscriber, not within his control, or is not in wiring or equipment connected to the terminal of the carrier.

When the service provided by the carrier under this tariff is interrupted for sixty (60) continuous minutes or more for private line services, or for eight (8) continuous hours for switched message service, credit is allowed on demand to the carrier, computed as set forth below, provided such interruption is not shown by the Carrier to have been caused by the negligence or wilful act of the subscriber, or anyone at a subscriber terminal location, or is not caused by the failure of the subscriber's equipment or power supply.

Credit is computed by multiplying the monthly rate for the service by the ratio that the number of hours (including fractional parts calculated to the nearest tenth of an hour) in the period of interruption bears to 720. (For the purpose of this computation, each month shall be considered to have 720 hours). The monthly bill on which the credit will be based for private line service shall be the actual billing for the month during which the interruption occurred. The monthly bill on which the credit will be based for message service shall be the nonusage sensitive billing for the month during with the interruption occurred. an interruption is measured from the time the Carrier detects trouble, or the subscriber notifies the Carrier of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for purposes of establishing credit allowance. Interruptions shall be accumulated to the nearest half hour period.

Issued: August 29, 2000

Effective: August 30, 2000

### **SECTION 2. REGULATIONS**

### 2.15 Shared Channels

Carrier's channels may be shared by any authorized users elected by the subscriber, except that the number of users shall be limited by the technical capabilities of the facilities involved as determined by the carrier.

The sharing arrangement can be established at the option of the subscriber on the following basis:

- (1) Under this arrangement the subscriber may allow other "shared users" to share in the use of the facilities for which said subscriber has contracted for with the carrier.
- (2) The carrier shall not be responsible for the manner in which the shared uses of the service will be allocated.

All charges for the service provided for the shared use arrangement will be computed as though the service were to be billed to the subscriber. The subscriber and each shared user will be billed for the components of the service which are furnished exclusively to each of them for their individual use. The charges for components of the service which are used in common by the subscriber and shared users will be billed to the subscriber. Without affecting the subscriber ultimate responsibility for payment of all charges for the service provided, each shared user shall be responsible to the subscriber for the payment of the charges billed to him in accordance with the foregoing provision.

Where a subscriber requests that a single channel be arranged for shared use, as described in the preceding paragraph, the charges for that service shall be determined as provided in this tariff.

For shared use arrangements regarding orders which involve the start, rearrangement, release, or discontinuance of service, the Carrier will accept orders only from the subscriber.

### 2.16 Ownership of Facilities

Title to all facilities provided by Carrier in accordance with these regulations remains in the Carrier.

Issued: August 29, 2000

### 2.17 Special Customer Arrangements

In cases where a customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and;/or other special services not offered under this tariff, carrier, at its option, will provide the requested services. Appropriate recurring and/or nonrecurring charges will be developed accordingly.

# 2.18 Termination Liability Language

Commission approval of termination liability language contained in this tariff is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained herein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

Issued: August 29, 2000

Issued by:

Effective: August 30, 2000

# 2.18 Mileage Between Locations

The intercity mileage between the Carrier's service locations, and between service locations and all other allowable terminating cities, is calculated based on V and H coordinates.

### .1 Method of Calculation

The airline mileage between two carrier network terminal offices is calculated as follows:

Where  $^{V}1$  and  $^{H}1$  are the V and H coordinates of point 1 and  $^{V}2$  and  $^{H}2$  are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

Issued: August 29, 2000

### 2.19 Moves and Rearrangements

The subscriber may order his service arrangement (i.e., tie line, foreign exchange, etc.) changed. If a move or rearrangement requires a new local distribution facility, it is subscriber obligation to notify Carrier in writing at least 90 calendar days in advance when an equipment change, move or rearrangement is to be made. If Carrier is given inadequate notification, Carrier will not be liable for issuing credit for the period between the date subscriber desires the moved or rearranged service or change line equipment and the date the equipment change, move or rearrangement is actually ready for the subscriber use. Charges for moves and rearrangements are listed separately for each service category.

### 2.20 Connection with Other Communications Services

A subscriber may connect communications services provided by other duly authorized and regulated common Carriers to Carrier's service. A subscriber may also connect with privately owned communications systems, subject to the technical limitations established by Carrier. Such technical limitations for voice communications systems are listed in Section 2.5; for data systems, such limitations would be protocol arrangements which may differ from case to case.

In instances where the Carrier's service is connected to the Subscriber's customer-provided communications system or equipment, or to any service or equipment provided by others, the Subscriber must ensure that the equipment or system provides to the Carrier immediate answer supervision upon the delivery of the call to the Customer's switching equipment or to the Customer's equipment connected to the communications system so that the measure of chargeable time begins upon the delivery of the call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party. When service is connected to a communications system at a Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Customer premises equipment on that communications system.

In the absence of timely and accurate answer supervision as described above, the Carrier reserves the right to suspend or terminate service and to recompute the Subscriber's billing based on estimates derived from a surrogate for answer supervision developed by the Carrier appropriate to the Customer's circumstances.

Issued: August 29, 2000

Issued by:

Effective: August 30, 2000

## **SECTION 3. SERVICE DESCRIPTION AND RATES**

# 3.1 General Description of Service and Rates

- .1 Service is offered on a full-time monthly basis or on a metered use basis.
- .2 Where dedicated facilities are required to access carrier's terminal, carrier will arrange for such facilities to be placed and:
  - .1 Billed to the customer directly from the third party.

or

- .2 Billed and administered by the Carrier.
- .3 The following is a list of carrier's services and the references for the description and appropriate rates:

<u>Service</u>	Section
Dedicated Leased Line Service	3.2
Switched Message Service	3.3
Switched Message Service Terminating in Dedicated Access Lines	3.4
Miscellaneous and Special Services	3.5

Issued: August 29, 2000

## 3.2 Dedicated Leased Line Service

# .1 General Description

Dedicated Leased Line Service is offered in the form of discrete intercity communication facilities which are dedicated to the use of a specific customer and are billed at pre-determined fixed monthly rates.

Dedicated Leased Line Service is offered via High Capacity 1.544 Mbps Service.

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue

Rochester, New York

# 3.2 Dedicated Leased Line Service (Continued)

## .3 High Capacity 1.544 Mbps Service

High Capacity 1.544 Mbps Service provides for the simultaneous two-way transmission of serial, bipolar; isochronous digital signals via two-point digital channels, at a transmission speed of 1.544 Mbps.

# .1 Recurring Charges

# .11 Long Haul Charges

All charges will be based on airline mileage as calculated using the formula presented in Section 2.18, or at a minimum monthly rate of \$750, whichever is greater.

#### Monthly Rates

Contract Period	Per Channel Mile
Month-to-Month	\$0.90
1 year	\$0.75
2 years	\$0.60

# .2 Nonrecurring Charges

Per 1.544 Mbps Circuit	\$800.00
Per Add. 1.544 Mbps Circuits	\$500.00

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York Effective: August 30, 2000

# 3.3 Switched Message Service

## .1 General Description

Switched Message Service offers the use of intercity communications facilities shared among multiple users, and is provided on the basis of distinctly different service options. Depending on the option(s) chosen the customer may select the manner in which calls are originated and terminated, may obtain one-way or two-way service, may enjoy point-to-point or multipoint service, or may originate calls in multiple cities.

Switched Message Service offers monthly listing of each call and its duration as a standard feature. At no additional cost, each Switched Message Service option offers a customer the ability to identify the users and allocate the cost of his long distance facilities through the use of authorization codes or accounting code. For an additional monthly recurring charge, a customer can reduce the amount of dialed digits through the use of speed numbers.

Under each of the above service options, the individual customer total monthly charges his use of the intercity communication facilities are abased upon the total time the customer (account) utilizes such facilities usage charges, as well as other specific charges, discounts and/or features applicable to each individual service option. When a Switched Message Service call is established in one time-of-day rate application period and ends in another, the rate in effect in each rate application period applies to the portion of the call occurring within that rate application period. For example, a 10-minute call which if initiated at 7:55 a.m. will be charged for 5 minutes at the night rate and 5 minutes at the day rate. A specific description of each of the Switched Message Service options and its recurring and nonrecurring charges, features, applicable discounts and service availability is contained in the following sections.

Issued: August 29, 2000

Issued by:

Effective: August 30, 2000 Manager, Tariffs & Compliance

# 3.3 Switched Message Service (Continued)

## .2. Directory Assistance Service

Subscriber calls to Directory Assistance Telephone Numbers placed over Carrier's facilities will be completed by the Carrier. The Directory Assistance charge will apply whether or not the Directory Assistance attendant furnishes the requested telephone number(s), e.g. where the requested telephone number is unlisted, non-published, private or no record can be found.

The rate for Directory assistance is either:

per call to all other Directory Assistance Numbers

\$0.95

Issued: August 29, 2000

#### 3.3 Switched Message Service (Continued)

#### .3 Frontrunner Service

Frontrunner Service is a multipoint, switched service allowing Subscribers to originate calls via local telephone access lines, including Equal Access lines which are presubscribed to the Carrier. All calls are rounded to the next higher full minute.

#### .1 Volume Discounts

All calls will automatically be rated at the appropriately discounted Per Minute Usage Charges. Discounts do not apply to Directory Assistance or to operator assisted calls. No other volume discounts will be applied to this service.

Subscribers will automatically receive increased volume discounts as their monthly usage increases. All calls will be rated at the appropriately discounted Per Minute Charge for the usage tier achieved.

<u>Usage Tier</u>	<u>Discount</u>
\$00.00 - \$20.00	10%
\$20.01 - \$74.99	20%
\$75.00 +	30%

Issued: August 29, 2000

Effective: August 30, 2000

# **SECTION 3. SERVICE DESCRIPTION AND RATES (Continued)**

#### 3.3 Switched Message Service (Continued)

#### .3 Frontrunner Service (Continued)

#### .2 Per Minute Usage Charges

The Per Minute Usage Charges as specified below apply to all calls which originate and terminate within the State of Ohio and are based on airline mileage as calculated using the formula presented in Section 2.18.

Mileage	D	ay	Eve	ning	Night/V	Veekend
	1st Minute	Addl Minute	1st Minute	Addl Minute	1st Minute	Addl Minute
0-10	\$.1900	\$.1300	\$.1375	\$.0950	\$.1050	\$.0640
11-22	.2000	.1700	.1500	.1200	.1200	.0880
23-55	.2300	.2100	.1540	.1400	.1300	.1120
56-124	.2500	.2400	.1670	.1610	.1500	.1300
125 +	.2600	.2600	.1770	.1750	.1500	.1500

#### Frequent Caller Discount .3

Frontrunner Subscribers will receive a retroactive 5% discount on all calls to their most frequently called Area Code in each billing period where their total usage exceeds \$20.00.

Issued: August 29, 2000

Issued by:

Rochester, New York

#### 3.3 Switched Message Service (Continued)

#### .3 Frontrunner Service (Continued)

#### .4 OMNI Card Option

OMNI Card Option allows all Frontrunner Subscribers to originate calls via a Carrier-provided 800 number. All OMNI Card Option calls are rounded to the next higher full minute. Intrastate and interstate Frontrunner and OMNI Card Option usage and international usage will be combined for purposes of applying discounts. Discounts will also be applied to all OMNI Card Option Usage.

OMNI Card Option Per Minute Usage Charges are found in Section 3.5.1.1. of this tariff. In addition, a surcharge will be applied to all OMNI Card Option calls as specified in Section 3.5.1.1.

#### .5 Global Crossing VISA Card Discount

Frontrunner and Frontrunner OMNI Card subscribers, who hold a Global Crossing VISA Card will receive a retroactive discount on all usage up to the Maximum Discount amount. The discount will be awarded annually to all Global Crossing VISA Card holders in good standing.

Retroactive Discount = 0%

Maximum Discount = \$.00

#### .6 Casual Calling Option

The Casual Calling Option allows customers to access the Company's network by proceeding each called number with "10XXX". All casual calls will be billed via local exchange carrier monthly invoices and will be rated at undiscounted Frontrunner Per Minute Usage Charges. Casual calling usage will not apply when calculating Frontrunner discounts.

Issued: August 29, 2000

## 3.3 Switched Message Service (Continued)

## .4 800 Hotline Home

800 Hotline Home is a one-way inward service allowing Subscribers to receive calls originated from any point with the State of Ohio via a Carrier-provided 800 number. Calls will be terminated over local telephone access lines.

All calls are rounded to the next higher one-tenth of one minute and are subject to a minimum billing of one minute per call.

## .1 Nonrecurring Installation Charge

Per Account

\$5.00

## .2 Minimum Usage Charge

800 Hotline Home is available on the basis of a Minimum Monthly Usage Charge. Subscribers will be charged either their totalled Per Minute Usage charges for the billing period, of the Minimum Usage Charge, whichever is greater.

Minimum Usage Charge \$5.00

#### .3 Per Minute Usage Charges

The Per Minute Usage Charges as specified below apply to all calls which originate and terminate with Ohio.

Day Rate Period

\$0.25

**Evening Rate Period** 

\$0.20

Night/Weekend Rate Period \$0.20

Effective: August 30, 2000

Issued: August 29, 2000

## 3.3 Switched Message Service (Continued)

## .5 Simplicity

Simplicity is a specialized service available to Subscribers who use the Carrier's service for intrastate dial-up, 800, and OMNI Card calls.

Simplicity is a multipoint switched service allowing Subscribers to originate calls via local telephone access lines including Equal Access lines which have been presubscribed to the Carrier.

Subscribers to Simplicity receive volume discounts based on combined intrastate, interstate and international usage.

## .1 Per Minute Dial-Up Usage Charges

All calls are rounded to the next higher one-tenth of one minute with a minimum billing of one-half minute per call.

Day Rate Period	\$.1600
Evening Rate Period	\$.1280
Night/Weekend Rate Period	\$.1280

## .2 Per Minute 800 Usage Charges

All calls are rounded to the next higher one-tenth of one minute and are subject to a minimum billing of one-half minute per call.

Day Rate Period	\$.2090
Evening Rate Period	\$.1510
Night/Weekend Rate Period	\$.1240

## .3 OMNI Card Service Usage Charges

All calls are rounded to the next higher one-tenth of one minute and are subject to a minimum billing of one-half minute per call. A service charge also applies to each call.

Day Rate Period	\$.1650
Evening Rate Period	\$.1330
Night/Weekend Rate Period	\$.1330
Service Charge	\$.7400

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York

## 3.3 Switched Message Service (Continued)

## .5 Simplicity (Continued)

#### .4 Frequent Caller Discount

Simplicity Subscribers will also receive an additional retroactive discount on all Usage Charges incurred on calls to their most frequently called Area Code in each billing period.

Discount 10%

## .5 Volume Discounts

As set forth below, volume discounts will automatically be applied to the Subscriber's total monthly Usage Charges. Once the total Monthly Usage Level is determined, all usage up to and including that level is discounted at the specified percentage for that level.

Monthly Usage	Discount
\$ 0.00 - \$49.99	0%
\$50.00 +	5%

## .6 Term Discounts

Subscribers to Simplicity who commit to a 12 or 24 month service term will receive the following retroactive discounts once they reach the specified usage level.

<u>Usage Level</u>	12 Month Term	24 Month Term
\$ 100	2%	3%
\$ 500	3%	4%
\$1,000	4%	5%

Issued: August 29, 2000

## 3.3 Switched Message Service (Continued)

#### .6 Dimension

Dimension is a customized telecommunications product providing a unified service incorporating switched dial-up, dedicated dial-up, switched 800, dedicated 800 and OMNI Card origination. Subscribers to Dimension and Dimension Dedicated will receive volume discounts based on their combined intrastate, interstate and international usage.

## .1 Per Minute Switched Usage Charges

All calls are rounded to the next higher one-tenth of one minute with a minimum billing of three-tenths minute per call.

Day Rate Period	\$.1560
Evening Rate Period	\$.1250
Night/Weekend Rate Period	\$.1250

#### .2 Per Minute 800 Usage Charges

All calls are rounded to the next higher one-tenth of one minute and are subject to a minimum billing of three-tenths minute per call.

Day Rate Period	\$.1910
Evening Rate Period	\$.1530
Night/Weekend Rate Period	\$.1530

# .3 Per Minute OMNI Card Travel Service Usage Charges

All calls are rounded to the next higher one-tenth of one minute and are subject to a minimum billing of three-tenths minute per call. A service charge also applies to each call.

Day Rate Period	\$.2372
Evening Rate Period	\$.1897
Night/Weekend Rate Period	\$.1897

Service Charge \$.6900

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York Effective: August 30, 2000

## 3.3 Switched Message Service (Continued)

#### .6 Dimension (Continued)

#### .4 Minimum Usage Charge

Dimension and Dimension Dedicated are available on the basis of a monthly Minimum Usage Charge. Subscribers will be charged either their totalled intrastate, interstate and international usage for the billing period of the Minimum Usage Charge, whichever is greater.

	Dimension	Dim. Dedicated
Minimum Charge	\$500	\$2500.00

#### .5 Incremental Volume Discounts

As set forth below, volume discounts will automatically be applied to the Subscriber's total monthly Dimension and Dimension Dedicated Per Minute Usage Charges once they reach or exceed the specified usage level.

Monthly Usage	<u>Discount</u>
\$1,000	10%
\$10,000	15%

#### .6 Term Discounts

Subscribers to Dimension and Dimension Dedicated who commit to a 12, 24 or 36 month service term will receive the following retroactive discounts, in addition to any other discounts for which they may be eligible, once they reach the specified usage level.

Usage Level	12 Month Term	24 Month Term	36 Month Term
\$ 500	3%	5%	7%
\$1,000	3%	5%	7%
\$5,000	7%	10%	11%

#### .7 Frequent Caller Discount

Dimension Subscribers will receive an additional retroactive discount on all Per Minute Switched Usage Charges and Per Minute OMNI Card Travel Service Usage Charges incurred on calls to their most frequently called Area Code in each billing period.

Discount	10%

Issued: August 29, 2000 Effective: August 30, 2000

#### 3.3 Switched Message Service (Continued)

## .7 Plan X

Plan X is a non-distance sensitive, flat-rated, outbound service. Service is billed by the Company or through a Local Exchange Company (LEC) in areas where an appropriate billing and collection agreement exists between the Company and the subscriber's LEC.

#### .1 Rate Periods

Rates are based on two (2) rate periods:

Peak - 7:00 a.m. to, but not including 7:00 p.m.

(Monday through Friday)

Off-Peak - All other times

# .2 Per Minute Usage Charges

The Per Minute Usage Charges as specified below apply to all intrastate calls which originate and terminate within the State of Ohio. All calls are rounded to the next higher full minute and are subject to a minimum billing of one minute per call.

	Per Minute
Peak	\$0.2500
Off-Peak	\$0.1000

#### .3 Calling Card Option

Plan X calling card option allows subscribers to originate calls via a Carrier-provided 800 number.

	Per Minute
Peak	\$0.3500
Off-Peak	\$0.3000

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York Effective: August 30, 2000

#### 3.3 **Switched Message Service (Continued)**

#### .8 **Integrated Residential Service**

Integrated Residential Service is a non-distance sensitive, flat-rated switched product providing subscribers with an integrated package of dial-up, 800/800 equivalent, and travel card services. Dial-up calls may be originated via 10XXX access. 800 service calls originated by users dialing the subscriber's 800 number will be terminated to the subscriber's designated location.

#### .1 **Rate Periods**

Rate Period 1 - 8:00 a.m. to, but not including 5:00 p.m., Monday through Friday (excluding Carrier-recognized holidays) Rate Period 2 - All other times

#### .2 Dial-Up and 800 Service Per Minute Usage Charges

The Per Minute Usage Charges specified below apply to Dial-Up and 800 service calls. All calls are rounded to the next higher one-tenth of one minute, with a minimum billing of 30 seconds per call.

	Per Minute
<u>Dial-Up</u>	
Rate Period 1	\$0.2600
Rate Period 2	\$0.1200
800 service	
Rate Period 1	\$0.2600
Rate Period 2	\$0.1200

Issued: August 29, 2000 Effective: August 30, 2000

## 3.3 Switched Message Service (Continued)

## .8 Integrated Residential Service (Continued)

## .3 Travel Card Per Minute Usage Charges/ Surcharge

Travel Card service subscribers may place calls via a Carrier-provided 800 number and personal identification number. The Per Minute Usage Charges and Surcharge specified below apply to all Travel Card calls. All calls are rounded to the next-higher one-tenth of one minute, with a minimum billing of one minute per call.

P	er	Minute

Rate Period 1 \$0.3500 Rate Period 2 0.3000

A \$.55 per call surcharge will be applied to all Travel Card calls which require manual intervention.

## .4 Stand Alone Travel Card Option

A stand alone Integrated Residential Service Travel Card will be made available to subscribers who arrange for billing via credit card companies with whom the Carrier has an appropriate billing and collection agreement.

Issued: August 29, 2000

## 3.4 Switched Message Service Terminated in Dedicated Access Lines

# .1 General Description

Service is a multipoint switched service requiring the customer to originate calls via dedicated facilities between the customer premises and Carrier's terminal location. The customer may elect to have the Carrier arrange to have such facilities placed by another carrier. The customer is responsible for paying all charges associated with the dedicated access facilities directly to the entity providing such facilities. All calls are rounded to the next higher full minute, and are subject to a minimum billing of one minute per call, unless otherwise stated.

Issued: August 29, 2000

Issued by:

Effective: August 30, 2000

#### 3.4 Switched Message Service Terminated in Dedicated Access Lines (Continued)

#### .2 Dimension Dedicated

Dimension Dedicated is a customized telecommunications product requiring the Subscriber to originate calls via dedicated facilities between the Subscriber's premises and the Carrier's terminal location. Dimension Dedicated provides a unified service incorporating dedicated dial-up, switched dial-up, dedicated 800, switched 800 and OMNI Card origination. Subscribers to Dimension Dedicated and Dimension will receive volume discounts based on their combined intrastate, interstate, and international usage.

#### .1 Dedicated Facilities

Dedicated facilities must be obtained to connect the Subscriber to the Carrier's terminal location. The Subscriber may elect to have the Carrier arrange for the installation of the required dedicated facilities via an underlying carrier, or may themselves arrange to have such facilities installed and billed directly by an underlying carrier.

If the Carrier has arranged for the installation of the dedicated facilities, the underlying carrier's nonrecurring and recurring charges will be passed through to the Subscriber by the Carrier.

#### .2 Nonrecurring and Recurring Charges

Installation (per circuit) - \$50.00

Access Coordination (per month)-per Voice Grade Circuit - \$15.00

- per High Capacity T1 Circuit - \$75.00

Central Office Connection (per month)- per Voice Grade Circuit -\$ 8.00 - per High Capacity T1 Circuit - \$40.00

The above charges will be waived for any Subscriber who commits to either a 12, 24, or 36 month service term plan.

#### .3 Per Minute Dedicated Usage Charges

All calls will be rounded to the next higher one-tenth of one minute and are subject to a minimum billing of three-tenths minute per call.

Day Rate Period	\$0.1240
Evening Rate Period	\$0.0990
Night/Weekend Rate Period	\$0.0990

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York Effective: August 30, 2000

## 3.4 Switched Message Service Terminated in Dedicated Access Lines (Continued)

#### .2 Dimension Dedicated (Continued)

#### .4 Per Minute Dedicated 800 Usage Charges

All calls will be rounded to the next higher one-tenth of one minute and are subject to a minimum billing of three-tenths minute per call.

Day Rate Period	\$0.1510
Evening Rate Period	\$0.1210
Night/Weekend Rate Period	\$0.1210

#### .5 Minimum Usage Charge

Dimension Dedicated and Dimension are available on the basis of a monthly Minimum Usage Charge. Subscribers will be charged either their totalled intrastate, interstate and international usage for the billing period or the Minimum Usage Charge, whichever is greater.

Minimum Usage Charge

\$2500.00

## .6 Incremental Volume Discounts

As set forth in Section 3.3.6.5., volume discounts will automatically be applied to the Subscriber's total monthly Dimension and Dimension Dedicated Per Minute Usage Charges once they reach or exceed the specified usage level.

#### .7 Usage Term Plans

Subscribers to Dimension and Dimension Dedicated who commit to a 12, 24 or 36 month service term will receive retroactive volume discounts, in addition to any other discounts for which they may be eligible, once they reach or exceed the specified usage level. See Section 3.3.6.

#### .8 Frequent Caller Discount

Dimension Dedicated Subscribers will receive an additional retroactive discount on all Per Minute Dedicated Usage Charges and Per Minute OMNI Card Travel Service Usage Charges incurred on calls their most frequently called Area Code in each billing period.

Discount

10%

Issued: August 29, 2000 Effective: August 30, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York

#### 3.5 Miscellaneous and Special Services

#### 1. Consumer OMNI Card

Consumer OMNI Card Service is a one-way dial-in dial-out multipoint service allowing the Customer to originate calls via a Carrier-provided 800 number. Consumer OMNI Subscribers may terminate calls in all cities within the contiguous United States, Puerto Rico and the U.S. Virgin Islands. All Consumer OMNI calls are rounded to the next higher full minute.

#### .1 OPTION 1

For all calls billed directly by the Carrier, the following Per Minute Usage Charges apply. These charges are based on standard Day, Evening and Night/Weekend calling periods and are mileage-sensitive. In addition, a Per Call Service Charge will be imposed on all calls.

## Per Minute Usage Charges

Mileage	D	Day Evening		Night/Weekend		
	1st Minute	Addl Minute	1st Minute	Addl Minute	1st Minute	Addl Minute
0-10	\$.1795	\$.1243	\$.1260	\$.0921	\$.0969	\$.0611
11-22	.1892	.1625	.1407	.1147	.1116	.0841
23-55	.2183	.2007	.1454	.1341	.1213	.1070
56-124	.2377	.2293	.1551	.1538	.1407	.1243
125 +	.2474	.2474	.1648	.1672	.1426	.1426

Per Call Service Charge

\$0.70

#### Retroactive Volume Discounts

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York Effective: August 30, 2000

#### 3.5 Miscellaneous and Special Services (Continued)

## 1. Consumer OMNI Card (Continued)

#### .2 OPTION II

#### .1 General

The Carrier's debit card is offered as a flat-rated travel card account service. Establishment of an account balance entitles the consumer to access the Carrier's network for a preset amount of usage. All calls will be debited from the available account balance in full-minute increments on a real-time basis. Customers will be interrupted with an announcement when the account balance is about to be exhausted.

Debit cards are available in various dollar denominations. The debit card is non-refundable and will expire on the date specified on the card or package in which the card is enclosed. Any unused balances may be applied toward any replenishment amount. Unlike a deposit or advance payment, the debit card account balance is not held against future payment as all service is available for immediate consumption. The Per Minute rate is inclusive of all applicable taxes.

Per Minute Usage Charge

\$0.40

## .2 Option II - Sponsor Program

The Debit Card Sponsor Program is offered to organizations or commercial entities for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Carrier and the Sponsor. The Sponsor is responsible for name, service mark or other image on the card. The carrier reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the Sponsor, these cards may not be replenishable.

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York

## 3.5 Miscellaneous and Special Services (Continued)

## 1. Consumer OMNI Card (Continued)

#### .3 OPTION III

Option III calls will be billed via local exchange carriers with whom the Carrier has established an appropriate billing and collections agreement. This service includes usage sensitive rates that are based on mileage, duration, and time-of-day rate periods. A per call surcharge applies. Volume discounts do not apply.

# .1 Per Minute Usage Charges

For purposes of assessing Per Minute Usage Charges, Standard Day, Evening and Night/Weekend calling periods apply. All calls are rounded to the next higher full minute.

Mileage	Day		Eve	Evening		Night/Weekend	
	1st Minute	Addl Minute	1st Minute	Addl Minute	1st Minute	Addl Minute	
1-10	\$.3500	\$.3500	\$.3500	\$.3500	\$.3500	\$.3500	
11-22	.3500	.3500	.3500	.3500	.3500	.3500	
23-55	.3500	.3500	.3500	.3500	.3500	.3500	
56-124	.3500	.3500	.3500	.3500	.3500	.3500	
125 +	.3500	.3500	.3500	.3500	.3500	.3500	

.2 Per Call Service Charge

\$0.35

Issued: August 29, 2000

# 3.5 Miscellaneous and Special Services (Continued)

## 2. Conference Calling

Conference calling is a one-way, multipoint service allowing the furnishing of long distance telecommunications services between a single calling station and two or more called stations. All calls are rounded to the next higher full minute per location with a minimum billing of one minute per call per location. In addition, a set-up charge will be assessed on a per location basis.

	Per Location
Per Minute Usage Charge	\$0.40
Set-Up Charge	\$2.75

Issued: August 29, 2000

## 3.5 Miscellaneous and Special Services (Continued)

## 3. Operator Services

Operator Services allow Customers to place specified types of Customer-dialed and operator-assisted calls via local telephone access lines.

#### .1 Per Minute Usage Charges

The Per Minute Usage Charges specified below apply to all calls which originate and terminate within Ohio and are based on airline mileage as calculated using the formula in Section 2.18.

#### CUSTOMER DIALED CALLING CARD STATION

Mileage	D	ay	Eve	ning	Night/V	Veekend
	1st Minute	Addl Minute	1st Minute	Addl Minute	1st Minute	Addl Minute
0-10	\$.3500	\$.3500	\$.3500	\$.3500	\$.3500	\$.3500
11-22	.3500	.3500	.3500	.3500	.3500	.3500
23-55	.3500	.3500	.3500	.3500	.3500	.3500
56-124	.3500	.3500	.3500	.3500	.3500	.3500
125 +	.3500	.3500	.3500	.3500	.3500	.3500

#### **OPERATOR STATION**

Mileage	D	ay	Eve	ning	Night/V	Veekend
	1st Minute	Addl Minute	1st Minute	Addl Minute	1st Minute	Addl Minute
0-10	\$.2600	\$.1600	\$.2000	\$.1600	\$.1700	\$.1200
11-22	.2700	.2200	.2200	.1900	.1900	.1400
23-55	.3000	.2700	.2200	.2100	.2000	.1700
56-124	.3200	.3000	.2300	.2300	.2200	.1900
125 +	.3300	.3200	.2400	.2400	.2200	.2100

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York

# 3.5 Miscellaneous and Special Services (Continued)

# 3. Operator Services (Continued)

# .1 Per Minute Usage Charges (Continued)

## OPERATOR DIALED CALLING CARD STATION

Mileage	D	ay	Eve	ning	Night/V	Veekend
	1st Minute	Addl Minute	1st Minute	Addl Minute	1st Minute	Addl Minute
0-10	\$.3500	\$.3500	\$.3500	\$.3500	\$.3500	\$.3500
11-22	.3500	.3500	.3500	.3500	.3500	.3500
23-55	.3500	.3500	.3500	.3500	.3500	.3500
56-124	.3500	.3500	.3500	.3500	.3500	.3500
125 +	.3500	.3500	.3500	.3500	.3500	.3500

## PERSON TO PERSON

Mileage	D	ay	Eve	ning	Night/V	Veekend
	1st Minute	Addl Minute	1st Minute	Addl Minute	1st Minute	Addl Minute
0-10	\$.2900	\$.1900	\$.2300	\$.1900	\$.2000	\$.1500
11-22	.3000	.2500	.2500	.2200	.2200	.1700
23-55	.3300	.2900	.2500	.2400	.2300	.2000
56-124	.3350	.3200	.2600	.2600	.2500	.2200
125 +	.3600	.3400	.2700	.2700	.2500	.2400

Issued: August 29, 2000

Effective: August 30, 2000

# **SECTION 3. SERVICE DESCRIPTION AND RATES (Continued)**

# 3.5 Miscellaneous and Special Services (Continued)

# 3. Operator Services (Continued)

# .1 Per Minute Usage Charges, (Continued)

#### 1-800 OPERATOR SERVICE

Applies to calls which are placed by dialing a Company-provided access number to place a collect or third party-billed call with the assistance of an operator, live or automated in a voice response unit.

Mileage	D	ay	Eve	ning	Night/V	Veekend
	1st Minute	Addl Minute	1st Minute	Addl Minute	1st Minute	Addl Minute
0-10	\$.1800	\$.1287	\$.1275	\$.0941	\$.0950	\$.0640
11-22	.1900	.1683	.1400	.1139	.1025	.0880
23-25	.2200	.2079	.1440	.1386	.1160	.1120
26-55	.2200	.2079	.1440	.1386	.1160	.1120
56-124	.2450	.2376	.1570	.1550	.1260	.1274
125 +	.2550	.2500	.1670	.1650	.1360	.1345

Issued: August 29, 2000

Issued by:

Rochester, New York

# 3.5 Miscellaneous and Special Services (Continued)

# 3. Operator Services (Continued)

# .2 Per Call Service Charges

Customer Dialed Calling Card Station	\$0.95
Operator Dialed Calling Card Station	\$2.25
Operator Station	
- Collect	\$2.25
- Billed to Third Party	\$2.45
Person to Person	
- Customer Dialed	\$4.80
- Operator Dialed	\$4.80
1-800 Operator Service	
Operator Station	\$1.70
Person to Person	\$3.45

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York

#### 3.5 Miscellaneous and Special Services (Continued)

## .4 Service Discounts for Communication Impaired Customers

For purposes of this tariff, the definition of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Residential impaired customers or impaired members of a customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, are eligible to receive a discount off their message toll service rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired, are eligible to receive a discount off their message toll service rates.

Upon receipt of the appropriated application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, customer-dialed, station to station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; and the night/weekend discount off the intrastate, interexchange, customer-dialed, station to station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the night/weekend discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, day rates for basic message toll service shall be made available for intrastate, interexchange, customer-dialed, station to station calls occurring between 11:00 p.m. and 7:59 a.m any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday.

All message toll service calls placed through the Telephone Relay Service (TRS) are eligible to receive a discount off the message toll service rates. The rate discounts are the same as those set forth above. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like services.

Issued: August 29, 2000

Issued by:

Effective: August 30, 2000 Manager, Tariffs & Compliance

#### 3.5 Miscellaneous and Special Services (Continued)

#### .5 Promotional Offerings

The Carrier may, from time to time, engage in special promotional trial service offerings of limited duration (not to exceed 90 days on a per customer basis, for non-optional, recurring charges) designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with the rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's pricing list.

# .1 Competitive Response Promotion

In order to acquire and retain Customers, the Carrier will match certain offers made by other interexchange carriers/resellers where the Customer can demonstrate to the Carrier's satisfaction that it intends to accept such offer as an inducement to Subscribe to or remain Subscribed to such other interexchange carriers'/resellers' services.

## .2 Residential Holiday Promotion

All residential Subscribers to Frontrunner Service will receive a 50% discount (to a maximum of \$10.00 per holiday) off the Carrier's standard Per Minute Usage Charges on all calls during the following 1997 holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving
Christmas

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York

- 3.5 Miscellaneous and Special Services (Continued)
  - .5 Promotional Offerings (Continued)
    - .3 Longevity Discount Promotion

Presubscribed customers to Frontrunner Service, excluding members of an affiliate billing program, who complete an initial 12-month interval of continuous usage as of December 31, 1996, will receive a 5% Longevity Discount during each month in 1997. This discount will automatically be applied against all Frontrunner per minute usage charges and will be in addition to any other discounts for which the Customer may be eligible.

.4 [Reserved for Future Use]

- .5 [Reserved for Future Use]
- \* Commission approval of the termination liability language is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

Issued: August 29, 2000

# 3.5 Miscellaneous and Special Services (Continued)

#### .6 Common Sense

Common Sense is a customized telecommunications product providing switched dial-up, dedicated dial-up, switched 800, dedicated 800 and OMNI Card origination and incorporating a postalized rating structure. For dedicated access, dedicated facilities between the Subscriber's premises and the Carrier's terminal location are required. Detail and rates for dedicated facilities are found in Section 3.4.2. of this tariff.

Subscribers may choose from three Common Sense service options. A minimum service term of one year is required of all Common Sense Subscribers.

Time-of-day rate periods are defined as "Peak" (8:00 AM to, but not including 5:00 PM, Monday through Friday), and "Off-Peak" (all other times.)

#### .1 Minimum Usage Charge

Each Common Sense service option is available on the basis of a monthly Minimum Usage Charge. Subscribers are charged either their total intrastate, interstate and international usage for the billing period or the Minimum Usage Charge, whichever is greater. In order to allow Subscribers time to maximize their use of Common Sense, the Minimum Usage Charge is waived for the first billing period. Subscribers terminating service prior to the expiration of their service term will be assessed the Minimum Usage Charge on all months remaining in the service term.

	Minimum Usage Charge
Option I	\$ 100.00
Option II	\$1,000.00
Option III	\$3,500.00

Issued: August 29, 2000

# 3.5 Miscellaneous and Special Services (Continued)

## .6 Common Sense (Continued)

#### .2 Term Discounts

Subscribers who commit to a two or three year service term receive the following retroactive volume discounts.

Term	Discount
2 Year	2%
3 Year	4%

## .3 Per Minute Switched Usage Charges

All calls are rounded to the next higher one-tenth of one minute and are subject to minimum billing of one-tenth minute per call.

	PEAK	OFF-PEAK
OPTION I	\$0.1390	\$0.1260
OPTION II	\$0.1340	\$0.1210
OPTION III	\$0.1290	\$0.1170

## .4 Per Minute Switched 800 Usage Charges

All calls are rounded to the next higher one-tenth of one minute and are subject to minimum billing of three-tenths minute per call.

	PEAK	OFF-PEAK
OPTION I	\$0.1430	\$0.1360
OPTION II	\$0.1380	\$0.1310
OPTION III	\$0.1330	\$0.1250

Issued: August 29, 2000

# 3.5 Miscellaneous and Special Services (Continued)

# .6 Common Sense (Continued)

# .5 Per Minute Switched OMNI Card Usage Charges

All calls are rounded to the next higher full minute and are subject to minimum billing of one minute per call.

	PEAK	OFF-PEAK
OPTION I	\$0.2750	\$0.2750
OPTION II	\$0.2500	\$0.2500
OPTION III	\$0.2500	\$0.2500

## .6 Per Minute Dedicated Usage Charges

All calls are rounded to the next higher one-tenth of one minute and are subject to a minimum billing of one-tenth minute per call.

	PEAK	OFF-PEAK
OPTION III	\$0.0980	\$0.0880

## .7 Per Minute Dedicated 800 Usage Charges

All calls are rounded to the next higher one-tenth of one minute and are subject to a minimum billing of three-tenths minute per call.

	PEAK	OFF-PEAK
OPTION III	\$0.1000	\$0.0900

Issued: August 29, 2000

# 3.5 Miscellaneous and Special Services (Continued)

#### 7. Preferred Value

Preferred Value is a customized non-distance and non-time sensitive product providing commercial subscribers with an integrated package of switched dial-up, dedicated dial-up, switched 800/800-equivalent, dedicated 800/800-equivalent, and travel card services. Preferred Value intrastate service is only available in conjunction with Preferred Value interstate service.

Customers may subscribe to Preferred Value on either a month-to-month basis or via any of six Term Plans. Month-to-month and Term Plan 1 customers may not subscribe to any Product 1 dedicated service offerings. Term Plans 2 through 4 customers may elect to use either or both switched and dedicated services. Term Plans 5 and 6 customers must use Preferred Value switched services in conjunction with Preferred Value dedicated services.

A minimum service term of one year is required for all Preferred Value subscribers. Preferred Value subscribers will be permitted to automatically renew Term Plans for successive one year periods. Subscribers wishing to terminate their Term Plan prior to automatic renewal must notify the Carrier in writing of this decision.

Issued: August 29, 2000

#### 3.5 Miscellaneous and Special Services (Continued)

## 7. Preferred Value (Continued)

## .1 Minimum Usage Charges

Each Preferred Value Term Plan is available on the basis of a monthly Minimum Usage Charge. Beginning with their second monthly invoice, subscribers may be charged either their aggregate intrastate, interstate and international usage for the billing period or the Minimum Usage Charge, whichever is greater. Subscribers terminating service prior to the expiration of their service term may be assessed the Minimum Usage Charge for all months remaining in their service term.

	Minimum	Usage	Ch	arge
Term Plan 1			\$	500
Term Plan 2			2,	000
Term Plan 3			5,	000
Term Plan 4			10,	000
Term Plan 5			20,	000
Term Plan 6			30,	000

# .2 Switched Dial-Up and Switched 800 Service Per Minute Usage Charges

Customers who affirm that their minimum usage level will equal one of the above-referenced Term Plans will receive the applicable Per Minute Usage Charge. The Per Minute Usage Charges specified below apply to all Switched Dial-Up and Switched 800 service calls. All calls are rounded to the next higher one-tenth of one minute with a minimum billing of 18 seconds per call.

_	Per Minute
Term Plan 1	\$.1450
Term Plan 2	.1250
Term Plan 3	.1225
Term Plan 4	.1200
Term Plan 5	.1175
Term Plan 6	.1175

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York

- 3.5 Miscellaneous and Special Services (Continued)
  - 7. Preferred Value (Continued)
    - .3 (Reserved for Future Use)

Issued: August 29, 2000

## **SECTION 3. SERVICE DESCRIPTION AND RATES (Continued)**

## 3.5 Miscellaneous and Special Services (Continued)

# 7. Preferred Value (Continued)

## .4 Travel Card Per Minute Usage Charges/ Surcharges

Preferred Value customers may place calls via a Carrier-provided 800 number.

Per Minute Usage Charges specified below apply to calls. A \$.55 surcharge will be applied to all calls which require manual intervention. All Travel Card calls are rounded to the next higher one-tenth of one minute, with a minimum billing of 30 seconds per caller call.

Per Minute Usage Charge

\$.27

Issued: August 29, 2000

## SECTION 3. SERVICE DESCRIPTION AND RATES (Continued)

# 3.5 Miscellaneous and Special Services (Continued)

## 7. Preferred Value (Continued)

# .5 Dedicated Service Per Minute Usage Charges

Customers who affirm that their minimum usage level will equal one of the above-referenced Term Plans will receive the applicable Per Minute Usage Charge. The Per Minute Usage Charges specified below apply to all Dedicated Dial-Up and Dedicated 800 calls. All calls are rounded to the next-higher one-tenth of one minute with a minimum billing of one-tenth minute per call.

	Per Minute
Term Plan 3	\$.0950
Term Plan 4	.0925
Term Plan 5	.0900
Term Plan 6	.0875

Issued: August 29, 2000

# SECTION 3. SERVICE DESCRIPTION AND RATES (Continued)

# 3.5 Miscellaneous and Special Services (Continued)

(Reserved for Future Use)

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York Effective: August 30, 2000

# PRICE LIST

Issued: August 28, 2000

GLOBAL CROSSING NORTH AMERICAN NETWORKS, INC.: P.U.C.O. No. 1

Effective: August 30, 2000

ALL PREVIOUS PRICE LISTS ARE CANCELED.

PLEASE SEE RELATED TARIFF PAGES FOR CURRENT RATES.

Issued: August 29, 2000

Issued by:

Manager, Tariffs & Compliance 180 South Clinton Avenue Rochester, New York Effective: August 30, 2000

GLOBAL CROSSINGS NORTH AMERICAN NETWORK, INC.

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

This P.U.C.O. Tariff No. 2, issued by Global Crossing North American Networks, Inc., cancels and replaces the Global Crossing North American Networks, Inc., P.U.C.O. Tariff No. 1 currently on file with the Commission.

#### TITLE SHEET

This Tariff describes the Company's Regulated Toll Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides Toll regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

http://www.globalcrossing.com/tariffs/tariffs intrastate.aspx

Issued: June 26, 2008 Effective: June 30, 2008

#### CHECK SHEET

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

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
1 AGE	Original	*	26	Original	*	THOL	KE VIBIOIV
2	Original	*	27	Original	*		
3	Original	*	28	Original	*		
4	Original	*	29	Original	*		
5	Original	*	30	Original	*		
6	Original	*	31	Original	*		
7	Original	*	32	Original	*		
8	Original	*		C			
9	Original	*					
10	Original	*					
11	Original	*					
12	Original	*					
13	Original	*					
14	Original	*					
15	Original	*					
16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

<sup>\* -</sup> indicates those pages included with this filing

Issued: June 26, 2008

Issued by:

Diane L. Peters, Director Regulatory Affairs 1080 Pittsford-Victor Road Pittsford, New York 14534 Effective: June 30, 2008

# TABLE OF CONTENTS

	Page
Title Page	1
Check Sheet	2
Table of Contents	3
Concurring Carriers	4
Explanation of Abbreviations and Symbols	5
Application of Tariff	6
Section 1 - Definitions	7
Section 2 - Regulations	10
Section 3 - Service Description and Rates	30

Issued: June 26, 2008

Effective: June 30, 2008

Issued by:

## CONCURRING CARRIERS

None

## **CONNECTING CARRIERS**

None

## OTHER PARTICIPATING CARRIERS

None

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

#### **EXPLANATION OF SYMBOLS**

- (C) to signify changed regulation
- (D) to signify discontinued rate or regulation
- (N) to signify new rate or regulation
- (T) to signify a change in text but no change in rate or regulation
- (M) to signify text that previously appeared on a different page

## **EXPLANATION OF ABBREVIATIONS**

Hz - hertz kHz - Kilohertz bps - bits per second LDA - Local Distribution Area

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

#### APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Toll Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides Toll regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901: 1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

http://www.globalcrossing.com/tariffs/tariffs\_intrastate.aspx

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

#### **SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff for interexchange common carrier communications channels furnished by the Carrier over its facilities are defined below.

Access Line: An arrangement which connects the Customer's location to a Global Crossing North American Networks, Inc. switching center or point of presence.

Account Codes: Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Aggregator: Any person, firm, corporation, or other entity who subscribes to the services of the Company for the purposes of providing telecommunications services to its patrons.

Alternative Operator Services: Alternative Operator Services are those services provided by the Carrier in which the Customer and the End User are totally separate entities. The Carrier contracts with the Customer to provide the Alternative Operator Services; however, the Carrier does not directly contract with the End User to provide the services even though it is the End User who actually pays for the processing of the operator assisted calls.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Business Line Termination: For use with inbound service only. Incoming calls are routed directly to the Customer's existing local exchange line. No dedicated access terminations are required.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Company or Carrier: Global Crossing North American Networks, Inc. unless otherwise clearly indicated by the context.

Issued: June 26, 2008 Effective: June 30, 2008

## **SECTION 1 - DEFINITIONS (CONT'D)**

Customer or End User: The person, firm, corporation, or other entity which orders and establishes service with the Company, either for its own use or for purposes of resale; and who accesses the Company's network via presubscription, dedicated access, travel and debit card services, or by dialing the Company's 10XXX or 101XXXX, 950, 700 or 500 access codes; and who is responsible for the payment of charges and for compliance with the Company's tariffs. The term "Customer" shall also include a person, firm, corporation or other entity that has not established an account with the Company but 1) accesses and uses the Company's network for telecommunications services via an access code belonging to the Company or any of its affiliates or subsidiaries; 2) places an operator service call from a telephone made available to transient users and presubscribed to the Company, or accepts charges for a collect or third party call carried by the Company; or 3) otherwise accesses the Company's network and receives services for which no other Customer is obligated to compensate the Company.

Customer Dialed Calling Card Call: A service whereby the End User dials all of the digits necessary to route and bill the call to a valid non-Global Crossing calling card or credit card.

Daytime: From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Dedicated Access: See Special Access.

End User: (See customer)

Equal Access: The ability of the Carrier to serve End Users on a presubscribed basis rather than through the use of dial access codes.

Holidays: Global Crossing-recognized National Holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

LATA: Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

#### **SECTION 1 - DEFINITIONS (CONT'D)**

LEC: Local exchange carrier.

Operator Station Call: A service whereby caller places a non-Person to Person call with the assistance of an operator (live or automated).

Person to Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

OMNI Card: A billing mechanism which enables a Subscriber or Customer to access the services of the Carrier while away from home or office.

Premises: A building or buildings on contiguous property.

Special Access Origination/Termination: Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

Special Construction: Service configurations specifically designed and constructed at a Customer's request.

Subscriber: The person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions and terms of this tariff. Also see Aggregator and Customer.

Switched Access Origination/Termination: Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Third Party Billing: A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Traditional Operator Services: Traditional Operator Services are those services provided by the Carrier in which the End User has a Customer relationship with the Carrier, the Carrier contracts with the Customer/End User to provide the services, and the Customer/End User pays for the actual processing of the operator assisted calls.

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

#### **SECTION 2 - REGULATIONS**

#### 2.1 Description of Service

The Company is an interexchange communications common carrier providing intercity communications channels of various data speeds designed to provide for transmission of voice, data, facsimile, and other special services on a switched and dedicated basis, as well as Traditional and Alternative Operator Services, and Conference Calling. Facilities are offered to met the particular transmission needs of the subscriber. When subscriber needs cannot be met by the standard service offerings in this tariff, a "special customer agreement" package will be designed to fit such unique requirements. The Carrier stands ready to provided technical assistance to the subscriber to the extent of properly matching the subscriber's equipment with that of the Carrier, in order to help him meet his requirements for interexchange communications service.

Issued: June 26, 2008 Effective: June 30, 2008

## 2.2 Undertaking of the Carrier

- 2.2.1 The facilities of the Carrier will be available as soon as practical after receipt of an order for channels between any and all points of the Carrier's system and to all other domestic points beyond carrier's system through arrangements with other carriers, as licensed by the Federal Communications Commission. Interconnection of the Carrier's facilities with the facilities of other communications common carriers, with private systems, and with International Record Carriers (IRCs) will be permitted.
- 2.2.2 The obligation of the Carrier to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the subscriber order for service. The Carrier will make all reasonable efforts to secure the necessary facilities and will amend its tariff accordingly, providing such new service will not adversely affect the Carrier's present services.

Issued: June 26, 2008 Effective: June 30, 2008

## 2.3 Liability of the Carrier

- 2.3.1 The liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the subscribers, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in the transmission occur. For the purpose of computing such amount, a month is considered to have 30 days. In no event will Carrier be responsible for consequential damages or lost profits suffered by Subscriber on account of interrupted or unsatisfactory service unless Carrier is found to have engaged in willful and wanton misconduct.
- 2.3.2 Approval of the above tariff language by the Public Utility Commission of Ohio does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier 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.
- 2.3.3 In no event will the Carrier be liable for damages caused by conditions and circumstances beyond the Carrier's control.
- 2.3.4 In no event will the Carrier be labile for damages to Subscriber's equipment after the point at which the Carrier interconnects with the Subscriber equipment.

Issued: June 26, 2008 Effective: June 30, 2008

- 2.3 Liability of the Carrier, (Cont'd.)
  - 2.3.5 The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other Carriers shall be deemed to be agents or employees of the Carrier.
  - **2.3.6** The Carrier shall be indemnified and held harmless by the customer against:
    - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the customer over the Carrier's facilities; and
    - **B.** Claims for patent infringement arising from combining or connecting the Carrier's facilities with apparatus and systems of the customer; and
    - C. All other claims arising out of any act or omission of the customer in connection with any service provided by the Carrier.
  - 2.3.7 The Carrier will make no refund of overpayments by a Subscriber unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the carrier can be produced which would justify a credit beyond one year.

Issued: June 26, 2008 Effective: June 30, 2008

## 2.4 Obligations of the Subscriber

- 2.4.1 The Carrier shall be indemnified and held harmless by the subscriber against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents arising from, combining with, or used in connection with, channels furnished by the Carrier, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscribers in connection with the channels provided by the Carrier.
- 2.4.2 The facilities provided hereunder by the Carrier may be terminated in subscriber-provided terminal equipment or subscriber-provided communication systems. When such terminations are made, the subscriber shall comply with the minimum protective criteria which shall be no less stringent than the criteria generally accepted in the telephone industry or other appropriate criteria as may be prescribed by the Carrier.

Issued: June 26, 2008 Effective: June 30, 2008

# 2.4 Obligations of the Subscriber, (Cont'd.)

- 2.4.3 In addition when services using telephone company voice grade facilities are terminated in subscriber-provided terminal equipment or subscriber-provided communications service, subscriber shall comply with the minimum protective criteria set forth below:
  - A. In order to prevent excessive noise and crosstalk, it is necessary that the power of the signal applied to telephone company's facilities be limited. A single valued limit for all applications cannot be specified. Therefore, the power of the signal in the band above 300 Hertz which may be applied by subscriber-provided equipment at the point of termination will be specified by the Carrier for each application to be consistent with the signal power allowed on the telecommunications network;
  - B. to protect telephone company services from interference at frequencies which are above the band of facilities provided, the Carrier will specify the acceptable signal power in the following bands which may be applied by subscriber provided power equipment or communications system at the point of termination to insure that the input to the telephone company facilities shall not exceed the limits set forth below:
    - the power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in (B) (1)preceding.
    - the power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 db below one milliwatt.
    - the power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one milliwatt.
    - the power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one milliwatt.
    - the power in the band above 40,000 Hertz shall not exceed 50 db below one milliwatt.

Issued: June 26, 2008

Effective: June 30, 2008

# 2.4 Obligations of the Subscriber, (Cont'd.)

#### **2.4.3** (Cont'd.)

- C. Where there is connection via subscriber-provided terminal equipment or subscriber-provided communications system to a message telecommunications service or a WATS service, to prevent the interruption or disconnection of a call or interference with network control signaling it is necessary that the signal applied by the subscriber-provided equipment to the interface at no time have energy solely in the 2450 to 2750 Hertz band and when signal power is present in the 2450 to 2750 Hertz band, it must not exceed the power present at the time in the 800 to 2450 Hertz band.
- **D.** Where such subscriber-provided equipment or subscriber provided communications system applies signals having components in the frequency spectrum below 300 Hertz, excluding ringing signals, the currents and voltages (including all harmonic and spurious signals) at the interface shall not exceed the limits indicated in (a) through (d) following:
  - 1. The maximum root-mean-square (rms) value, including DC and AC components, of the current per conductor will not exceed 0.15 ampere.
  - 2. The magnitude of the peak of the conductor to ground voltage shall not exceed 70 volts.
  - 3. The conductor to conductor voltage shall be such that the conductor to ground voltage limit in (b) preceding is not exceeded. If the signal source is not grounded, the voltage limit in (b) preceding applies to the conductor to conductor voltage.
  - 4. The total weighted rms voltage within the band from 50 Hertz to 300 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products of the weighting factors for the individual frequency components times the square of the rms voltage of the individual frequency components.

The weighting factors are as indicated:
for frequencies between weighting factor
50 Hertz and 100 Hertz
100 Hertz and 300 Hertz
f3.3/106.6
where f is the numerical value of the frequency, in Hertz, of the frequency component being weighted.

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

# 2.4 Obligations of the Subscriber, (Cont'd.)

#### **2.4.3** (Cont'd.)

- E. Where the signal applied by the subscriber-provided terminal equipment or the subscriber-provided communications service will have energy solely in the 2625 and 2750 Hertz Band, the subscriber shall coordinate the applications of such signal with the Carrier.
- 2.4.4 When services using telephone company medium speed digital facilities, are terminated in subscriber-provided terminal equipment, or subscriber-provided communications systems, the subscriber shall comply with the minimum protective criteria set forth below:
  - A. the maximum root-mean-square (rms) value, including DC and AC components of the current per conductor will not exceed 0.15 ampere,
  - **B.** the magnitude, of the peak of the conductor to ground voltage shall not exceed 70 volts,
  - C. the conductor voltage shall be such that the conductor to ground voltage limit in (2) preceding is not exceed. If the signal source is not grounded, the voltage limit in (2) preceding applies to the conductor to conductor voltage,
  - D. the total weighted rms voltage within the band from 10 Hertz to 10,000 Hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products of the weighting factors for the individual frequency components times the square of the rms voltage of the individual frequency components. The weighting factors are as indicated:

for frequencies between 50 Hertz and 100 Hertz 100 Hertz and 10,000 Hertz weighting factor f2/104 f3.3/106.6

where f is the numerical value of the frequency, in Hertz, of the frequency component being weighted.

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

## 2.4 Obligations of the Subscriber, (Cont'd.)

#### **2.4.4** (Cont'd.)

- **E.** the total voltage within the frequency band from 10,000 Hertz to 25,000 Hertz shall not exceed 0.05 volts rms,
- **F.** the total voltage within the frequency band from 25,000 Hertz to 40,000 Hertz shall not exceed 0.012 volts rms,
- **G.** the total voltage within the frequency band above 40,0-00 Hertz shall not exceed 0.0025 volts rms,
- H. the foregoing signal level restrictions are based upon multiple disturbers being present in a given cable. When several metallic circuits employing pulse-type transmission are keyed simultaneously, the signal limits stipulated in (4) through (7) preceding must be reduced by multiplying the voltage signal limits by a factor of 1/N where N is the expected number of transitions occurring simultaneously.
- I. where the signal applied by the subscriber-provided terminal equipment or the subscriber-provided communications service will have energy solely in the 2675 to 2750 Hertz band, the subscriber shall coordinate the application of such signal with the Carrier.

Issued: June 26, 2008 Effective: June 30, 2008

#### 2.4 Obligations of the Subscriber, (Cont'd.)

- 2.4.5 The subscriber will be responsible for insuring that subscriber-provided signals will not result in interference with any of the services provided by the Carrier or interfere with others using services provided by the Carrier. Physical arrangements for protection of the Carrier's facilities, serving the subscriber, shall be employed, if needed. The subscriber will be required to use only those devices found to be necessary to insure proper operation of the local distribution facility and the intercity channel facility. The intent of this provision is to insure proper signal insertion so as to protect the entire network. All signals must be of the proper type bandwidth, and other technical parameters, so as not to damage the Carrier's equipment or degrade service to other subscribers. It shall also be the responsibility of the subscriber to provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of Carrier's equipment on the subscriber's premises.
- 2.4.6 The equipment and facilities which are connected with those of the Carrier shall be constructed, operated, and maintained by those providing same so as to work satisfactorily with the service furnished by the Carrier. Such equipment and facilities shall be suitable to avoid hazard or damage to Carrier's plant or of injury to Carrier's employees or to the public because of the character of location of such equipment or facilities and sources of power to which it is connected. In cases in which additional protection equipment is required, this shall be provided by the subscriber or by the Carrier at the subscriber's expense.

Issued: June 26, 2008 Effective: June 30, 2008

#### 2.4 Obligations of the Subscriber, (Cont'd.)

- 2.4.7 Upon notice form the Carrier that the equipment or facilities of the subscriber, or of others so authorized to be connected, is causing or is likely to cause hazard or interference, the subscriber, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference.
- **2.4.8** The subscriber shall be liable for:
  - A. Reimbursing the Carrier for all loss through theft, fire, flood or other catastrophes, of the equipment or facilities on subscriber's premises.
  - **B.** Reimbursing the Carrier for damages to facilities or equipment caused by the negligence or willful acts of the subscriber's officers, employees, agents, or contractors.
  - C. The subscriber shall be responsible for all calls placed by or through subscriber's equipment by any person. In particular and without limitation to the foregoing, the subscriber is responsible for any calls placed by or through the subscriber's equipment via any remote access features. The subscriber is responsible for all calls placed via their authorization code as a result of the subscriber's intentional or negligent disclosure of the authorization code.
- 2.4.9 The Carrier reserves the right of entrance for its employees, agents or contractors to the premises of the subscriber at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing the Carrier's channels or equipment. It shall be the responsibility of the subscriber to make any necessary arrangements with the owners of the premises for the entrance of the Carrier's employees, agents, or contractors.
- **2.4.10** Certain telecommunication 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 telephone number or account in Ohio.

Issued: June 26, 2008

Effective: June 30, 2008

#### 2.5 Use of Service

Neither subscribers, nor their authorized users may use the services furnished by the Carrier for any unlawful purpose, including service configurations of switched analog voice services which, as a result of sharing thereof, are the equivalent of a service configuration which exceeds the scope of Carrier's applicable authorization. This revision does not prohibit subscribers, and authorized users, from sharing the cost of the service on a nonprofit basis. Use and restoration of the service furnished by the carrier will be in accordance with Part 64, Subpart D of the Federal Communications Commission Rules.

# 2.6 Application for Service

The Carrier will require a subscriber to sign an application form furnished by the carrier and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment of such service. Carrier's acceptance of an order for service to be provided to an applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Carrier may be subject to the provisions as described in Section 2.8. This application shall state the date on which service is to begin and the points between which service is to be provided, the type of facilities required, and any special arrangements related thereto.

The Carrier will also require a signed authorization from a subscriber for additions to or changes in the existing service of such subscriber.

An application for service cancelled by the subscriber or the Carrier prior to the establishment of the service applied for is subject to provisions of Regulations 2.10 and 2.11.

#### 2.7 Minimum Service Period

A minimum period for service will be one month (30 days) unless otherwise stated.

Issued: June 26, 2008 Effective: June 30, 2008

# 2.8 Advance Payments and Deposits

Each service applicant will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Carrier may be required to make an advance payment or a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing customer may be required to make a deposit or increase a deposit presently held.

#### 2.8.1 Advance Payments

- A. An advance payment may not exceed the estimated charges for two (2) months' service plus installation.
- B. Credit of advance payment equal to one (1) months charges plus installation will be applied to the subscriber's account on the first bill rendered after the service is installed. Balance of payment will be applied to successive monthly billings.

## 2.8.2 Deposits

- A. A deposit is not to exceed the estimated charges for two (2) months service plus 30% of the estimated charge. Deposits will be held for a period of one year. Interest on intrastate deposits will be in accordance with Rule 4901:1- 17-05 of the Ohio Administrative Code. Interest will be no less than 3% and at least comparable to current passbook savings rates.
- **B.** A deposit will be returned when an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.
  - A deposit will be returned upon the discontinuance of service. The Carrier will refund the subscriber's deposit or the balance in excess of unpaid bills for that service. At the option of the Carrier, such a deposit may be refunded or credited to the subscriber at any time prior to the termination of the service.
- C. The fact that a deposit has been made in no way relieves the subscriber from complying with the regulation with respect to advance payments and the prompt payment of bills on presentation.

Issued: June 26, 2008 Effective: June 30, 2008

# 2.9 Payment of Charges

For billing of fixed charges, service is considered to be established on the day following the day in which the Carrier notified the subscriber of completion of installation and testing of the Carrier's channels and equipment (for private line service) or of completion of installation and testing of the subscriber's Authorization Code (for message service).

All recurring charges which are determined in advance, including minimum charges, are billed monthly in advance. Charges based on actual usage during a month will be billed monthly in arrears. Installation and other nonrecurring charges are payable upon demand by Carrier. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. For the purpose of computing charges, a month is considered to consist of 30 days.

Bills are due on the due date shown on the bill. If written objection is not received by the Carrier within six months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the subscriber.

#### 2.9.1 Late Payment Charge

Customer bills for telephone service are due when they are rendered. A customer is in default unless payment is made on or before the due date specified on the bill.

If payment is not made within 23 days of the date of the bill, a late payment charge of one and one-half percent (1.5%) per monthly billing period will be applied to all mounts previously billed under this company's tariff(s), excluding one month's local service charge, but including arrears and unpaid late payment charges.

#### 2.9.2 Returned Check Charges

A customer charge will be assessed for all checks returned by drawee bank for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank.

Per Returned Check \$20.00 \$10.00

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

## 2.9 Payment of Charges, (Cont'd.)

# 2.9.3 Billing Disputes

If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department Public Utility Commission of Ohio 180 East Broad Street, Tenth Floor Columbus, Ohio 43215-3793 Toll Free Telephone: 800-686-7826

TTY Toll Free Telephone: 800-686-1570 From 8:00 AM to 5:30 PM (EST) weekdays or at www.PUCO.ohio.gov

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 877-742-5622

From 8:00 AM to 5:00 PM (EST) weekdays or at www.pickocc.org

Issued: June 26, 2008 Effective: June 30, 2008

#### 2.10 Cancellation of Application for Service

Where the subscriber or applicant cancels an application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies.

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the carrier shall apply, but in no chase shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any.

Where special construction has been started prior to cancellation, a charge equal to costs incurred in the special construction, less net salvage, applies. In determining the charge, canceled service is treated as discontinued as of the date on which it was to have been placed in service. Installation or special construction for a subscriber or applicant is considered therewith or in preparation therefore which would not otherwise have been incurred, provided that the subscriber or applicant has advised the carrier in writing to proceed with the installation or special construction.

Where the subscriber or applicant delays activation of his service during the period 30 days following the scheduled installation date for a period of more than one week normal charges for local distribution facilities and network Terminations shall apply from the scheduled date of installation. In the event the customer-induced delay exists for more than 30 days after the scheduled installation date, the Carrier may consider the delay a cancellation of application of service.

#### 2.11 Cancellation for Cause

The Carrier, by written notice to the subscriber or applicant, may immediately cancel the application for or discontinue service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to the carrier for service for more than 60 days beyond the date of rendition of the bill for such service; or
- **B.** A violation of or failure to comply with, any regulation governing the furnishing of service; or
- C. The Carrier is prohibited from furnishing service by order of a court or other government authority having jurisdiction.

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

#### 2.12 Disconnection of Service

Subscriber may disconnect service at any time following the minimum service requirement as described in Section 2.7. Written notification to the Carrier will be required 30 days prior to the disconnection of monthly fixed charges.

## 2.13 Interruption of Service

It shall be the obligation of the subscriber to notify the carrier of an interruption in service. Before giving such notice, the subscriber shall ascertain that the trouble is not being caused by any action or omission of the subscriber, not within his control, or is not in wiring or equipment connected to the terminal of the carrier.

When the service provided by the carrier under this tariff is interrupted for sixty (60) continuous minutes or more for private line services, or for eight (8) continuous hours for switched message service, credit is allowed on demand to the carrier, computed as set forth below, provided such interruption is not shown by the Carrier to have been caused by the negligence or willful act of the subscriber, r anyone at a subscriber terminal location, or is not caused by the failure of the subscriber's equipment or power supply.

Credit is computed by multiplying the monthly rate for the service by the ratio that the number of hours (including fractional parts calculated to the nearest tenth of an hour) in the period of interruption bears to 720. (For the purpose of this computation, each month shall be considered to have 720 hours). The monthly bill on which the credit will be based for private line service shall be the actual billing for the month during which the interruption occurred. The monthly bill on which the credit will be based for message service shall be the nonusage sensitive billing for the month during with the interruption occurred. An interruption is measured from the time the Carrier detects trouble, or the subscriber notifies the Carrier of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for purposes of establishing credit allowance. Interruptions shall be accumulated to the nearest half hour period.

Issued: June 26, 2008 Effective: June 30, 2008

#### 2.14 Shared Channels

Carrier's channels may be shared by any authorized users elected by the subscriber, except that the number of users shall be limited by the technical capabilities of the facilities involved as determined by the carrier.

The sharing arrangement can be established at the option of the subscriber on the following basis:

- **2.14.1** Under this arrangement the subscriber may allow other "shared users" to share in the use of the facilities for which said subscriber has contracted for with the carrier.
- **2.14.2** The carrier shall not be responsible for the manner in which the shared uses of the service will be allocated.

All charges for the service provided for the shared use arrangement will be computed as though the service were to be billed to the subscriber. The subscriber and each shared user will be billed for the components of the service which are furnished exclusively to each of them for their individual use. The charges for components of the service which are used in common by the subscriber and shared users will be billed to the subscriber. Without affecting the subscriber ultimate responsibility for payment of all charges for the service provided, each shared user shall be responsible to the subscriber for the payment of the charges billed to him in accordance with the foregoing provision.

Where a subscriber requests that a single channel be arranged for shared use, as described in the preceding paragraph, the charges for that service shall be determined as provided in this tariff.

For shared use arrangements regarding orders which involve the start, rearrangement, release, or discontinuance of service, the Carrier will accept orders only from the subscriber.

## 2.15 Ownership of Facilities

Title to all facilities provided by Carrier in accordance with these regulations remains in the Carrier.

Issued: June 26, 2008 Effective: June 30, 2008

#### 2.16 Special Customer Arrangements

In cases where a customer requests special arrangements which may include engineering, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services not offered under this tariff, carrier, at its option, will provide the requested services. Appropriate recurring and/or nonrecurring charges will be developed accordingly.

#### 2.17 Termination Liability Language\*

Commission approval of termination liability language contained in this tariff is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained herein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

## 2.18 Mileage Between Locations

The intercity mileage between the Carrier's service locations, and between service locations and all other allowable terminating cities, is calculated based on V and H coordinates.

#### 2.18.1 Method of Calculation

The airline mileage between two carrier network terminal offices is calculated as SQRT {{(V SUB 1-V SUB 2) SUP 2+(H SUB 1-H SUB 2) SUP 2 }OVER 10} follows:

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

\* Commission approval of the termination liability language is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained therein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

#### 2.19 Moves and Rearrangements

The subscriber may order his service arrangement (i.e., tie line, foreign exchange, etc.) changed. If a move or rearrangement requires a new local distribution facility, it is subscriber obligation to notify Carrier in writing at least 90 calendar days in advance when an equipment change, move or rearrangement is to be made. If Carrier is given inadequate notification, Carrier will not be liable for issuing credit for the period between the date subscriber desires the moved or rearranged service or change line equipment and the date the equipment change, move or rearrangement is actually ready for the subscriber use. Charges for moves and rearrangements are listed separately for each service category.

#### 2.20 Connection with Other Communications Services

A subscriber may connect communications services provided by other duly authorized and regulated common Carriers to Carrier's service. A subscriber may also connect with privately owned communications systems, subject to the technical limitations established by Carrier. Such technical limitations for voice communications systems are listed in Section 2.4; for data systems, such limitations would be protocol arrangements which may differ from case to case.

In instances where the Carrier's service is connected to the Subscriber's customer-provided communications system or equipment, or to any service or equipment provided by others, the Subscriber must ensure that the equipment or system provides to the Carrier immediate answer supervision upon the delivery of the call to the Customer's switching equipment or to the Customer's equipment connected to the communications system so that the measure of chargeable time begins upon the delivery of the call to the switching equipment or to the equipment connected to the communications system and ends upon termination of the call by the calling party. When service is connected to a communications system at a customer's premises, answer supervision must be provided when the call terminates in or passes through the first Customer premises equipment on that communications system.

In the absence of timely and accurate answer supervision as described above, the Carrier reserves the right to suspend or terminate service and to recompute the Subscriber's billing based on estimates derived from a surrogate for answer supervision developed by the Carrier appropriate to the Customer's circumstances.

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

#### **SECTION 3 - SERVICE DESCRIPTION AND RATES**

# 3.1 General Description of Service and Rates

- 3.1.1 Service is offered on a full-time monthly basis or on a metered use basis.
- **3.1.2** Where dedicated facilities are required to access carrier's terminal, carrier will arrange for such facilities to be placed and:
  - **A.** Billed to the customer directly from the third party.

or

**B.** Billed and administered by the Carrier.

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

# SECTION 3 - SERVICE DESCRIPTION AND RATES (CONT'D)

# 3.2 Directory Assistance Service

Subscriber calls to Directory Assistance Telephone Numbers placed over Carrier's facilities will be completed by the Carrier. The Directory Assistance charge will apply whether or not the Directory Assistance attendant furnishes the requested telephone number(s), e.g. where the requested telephone number is unlisted, non-published, private or no record can be found.

The rate for Directory assistance is:

per call to all other Directory Assistance Numbers

\$0.95

Issued: June 26, 2008 Effective: June 30, 2008

Issued by:

# SECTION 3 - SERVICE DESCRIPTION AND RATES (CONT'D)

#### 3.3 Miscellaneous and Special Services

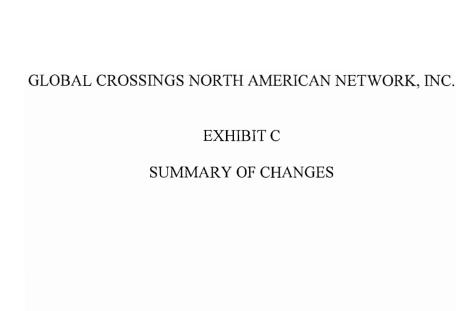
#### 3.3.1 Promotional Offerings

The Carrier may, from time to time, engage in special promotional trial service offerings of limited duration (not to exceed 90 days on a per customer basis, for non-optional, recurring charges) designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with the rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's pricing list.

#### A. Competitive Response Promotion

In order to acquire and retain Customers, the Carrier will match certain offers made by other interexchange carriers/resellers where the Customer can demonstrate to the Carrier's satisfaction that it intends to accept such offer as an inducement to Subscribe to or remain Subscribed to such other interexchange carriers'/resellers' services.

Issued: June 26, 2008 Effective: June 30, 2008



## Exhibit C

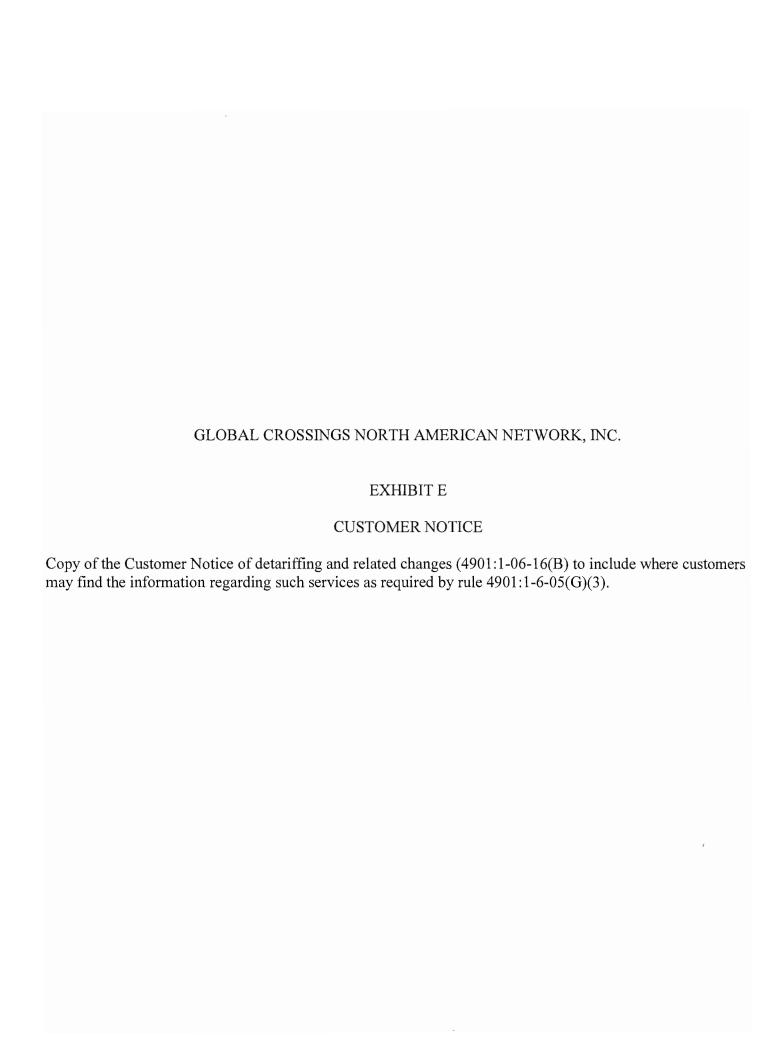
# Global Crossings North American Networks, Inc.

# Narrative of Tariff Changes

P.U.C.O. Tariff No. 2 replaces P.U.C.O. Tariff No. 1 in its entirety. The following pages have been deleted in P.U.C.O. Tariff No. 1 and are being posted on the Company's web site of www.globalcrossings.com

Section	Pages affected	<u>Changes</u>
Title	1	Adds required language regarding detariffing and location of pricing guide
1	5	Application of Tariff becomes a section to itself and not section 1
2	6-12	Definitions become Section 1
	26	Adds billing dispute information for contact of Ohio PUC and Consumer Counsel
3	33	Removes reference to products that have been removed
	34-35	Removes Dedicated Leased Line Service
	36, 38-48	Removes Switched Message Service
	49-51	Removes Switched Message Service Termination in Dedicated Access Lines
	52-60, 64-71	Removes Miscellaneous and Special Services

GLOBAL CROSSINGS NORTH AMERICAN NETWORK, INC.
EXHIBIT D
EXPLANATION OF COMPLIANCE WITH RULE 4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR DETARIFFED SERVICES
Web Address, and Company physical address where Customers may obtain copies of the materials and publications in Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).
Rates, terms and conditions for Global Crossings North American Network, Inc. can be located on the Company's website <a href="www.globalcrossings.com">www.globalcrossings.com</a> . Copies may also be obtained at the Company's main office at 1080 Pittsford-Victor Road, Pittsford, NY 14534.





550 South 24<sup>th</sup> Street West Billings, MT 59102

June 13, 2008

«Legal Name» «Notice Contact Name» «Notice Address 1», «Notice Address 1 - 2» «Notice City», «Notice State» «Notice Postal Code»

#### Dear Customer:

Beginning on June 30, 2008, the prices, service descriptions, and terms and conditions for certain telecommunication services that you are provided by Global Crossing will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

The affected services include long distance and certain local services, including second and third local exchange service access lines, call waiting, call trace, per line number identification blocking, nonpublished number service and N-1-1 access and usage.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Global Crossing must still provide customer notice at least fifteen days in advance of rate increases, changes in terms and conditions, and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at www.globalcrossing.com or you can request a copy of this information by contacting Global Crossing at:

550 South 24<sup>th</sup> Street West Billings, MT 59102 800-466-4600

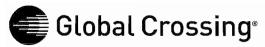
Since these services will no longer be on file with the PUCO, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject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

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

If you have any questions about this matter, please call Global Crossing at the toll free number 800-466-4600 or visit us at www.globalcrossing.com.

Very truly yours,

**Customer Service** 



550 South 24<sup>th</sup> Street West Billings, MT 59102

June 13, 2008

«Legal Name» «Notice Contact Name» «Notice Address 1», «Notice Address 1 - 2» «Notice City», «Notice State» «Notice Postal Code»

#### Dear Customer:

Beginning on June 30, 2008, the prices, service descriptions, and terms and conditions for long distance services that you are provided by Global Crossing will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Global Crossing must still provide customer notice at least fifteen days in advance of rate increases, changes in terms and conditions, and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at www.globalcrossing.com or you can request a copy of this information by contacting Global Crossing at:

550 South 24<sup>th</sup> Street West Billings, MT 59102 800-482-4848

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

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

If you have any questions about this matter, please call Global Crossing at the toll free number 800-482-4848 or visit us at www.globalcrossing.com. You may also visit the consumer information page on the PUCO's website at www.puco.ohio.gov for further information.

Very truly yours,

**Customer Service** 

GLOBAL CROSSINGS NORTH AMERICAN NETWORK, INC.

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

## CUSTOMER NOTICE AFFIDAVIT

STATE OF:

New York

COUNTY OF:

Monroe

# **AFFIDAVIT**

I, R. Edward Price, am authorized by the applicant corporation, Global Crossing North American Networks, Inc., to make this statement on its behalf. I attest that the Customer Notice accompanying this affidavit was sent to affected customers via direct mail beginning on June 13, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 13, 2008, Monroe County, New York

R. Edward Price

Senior Counsel

June 13, 2008

Subscribed and sworn to before me this 13th day of June, 2008

My Commission Expires:

JEANNE CHABOT
Notary Public, State of New York
No. 01CH6034835
Qualified in Ontario County
Commission Expires December 20, 2007

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

6/26/2008 11:01:37 AM

in

Case No(s). 08-0729-TP-ATA

Summary: Application Detariffing application electronically filed by Mr. Thomas M Forte on behalf of Global Crossings North American Network, Inc.