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July 7, 2008

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

**e-FILED VIA DIS SYSTEM**

Re: Twin City Capital, LLC d/b/a Small Business America d/b/a American Select  
Case No. 08-861-TP-ATA

Dear Sir or Madam:

Enclosed herewith for filing with the Commission please find an original of the above-referenced company's IXC detariffing application and supporting documentation in compliance with Case No. 06-1345-TP-ORD.

The Company is submitting P.U.C.O. Tariff No. 2 and respectfully requests that this tariff replace in entirety P.U.C.O. Tariff No. 1 currently on file with the Commission. The Company requests that this filing become effective on June 6, 2008.

Should you have any questions concerning this matter, please contact the undersigned.

Very truly yours,

  
CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/tld

**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 TWIN CITY CAPITAL, LLC D/B/A SMALL BUSINESS AMERICA D/B/A AMERICAN SELECT )  
) )  
) )  
) )

TRF Docket No. 90-6063-CT- TRF

Case No. \_\_\_\_\_ - \_\_\_\_\_ - **TP - ATA**

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

to Detariff Certain Tier 2 Services and make other changes  
related to the Implementation of Case No. 06-1345-TP-ORD

Name of Registrant(s) TWIN CITY CAPITAL, LLC D/B/A SMALL BUSINESS AMERICA D/B/A AMERICAN SELECT

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 7300 Hudson Blvd, Suite 265, Oakdale, MN 55128

Company Web Address \_\_\_\_\_

Regulatory Contact Person(s) Patrick D. Crocker

Phone 269-381-8888 Fax 269-385-3825

Regulatory Contact Person's Email Address contact@nationwideregulatorycompliance.com

Phone 269-381-8888

Contact Person for Annual Report Patrick D. Crocker

Address (if different from above) Nationwide Regulatory Compliance, LLC, 107 W. Michigan Ave., 4<sup>th</sup> Floor, Kalamazoo, MI 49007

Consumer Contact Information Sarah Oistad

Phone 877-271-5582

Address (if different from above) 4946 Devonshire Cir, Shorewood, MN 55331

**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.

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

**Part II – Exhibits**

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

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

**Part III. – Attestation**

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

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, Jon Greene, and am authorized to make this statement on its behalf.  
(Name)

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

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

Executed on (Date) \_\_\_\_\_ at (Location) \_\_\_\_\_

\*(Signature and Title) \_\_\_\_\_

Managing Member

(Date) \_\_\_\_\_

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

**VERIFICATION**

I, Jon Greene

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

\*(Signature and Title) \_\_\_\_\_

Managing Member

(Date) \_\_\_\_\_

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

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

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

*Or*

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

**EXHIBIT A**

**EXISTING AFFECTED TARIFF PAGES**

PUCO 1

**TWIN CITY CAPITAL, LLC  
d/b/a Small Business America  
d/b/a American Select**

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<b>COMPETITIVE TELECOMMUNICATIONS SERVICES</b>	<b>Page References</b>
Outbound Services	43 thru 43
Inbound Services	44 thru 44
Directory Assistance Service	45 thru 45
Calling Card Service	46 thru 46

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Issued: May 17, 2006

Effective: May 17, 2006

Issued under the authority of order of the Public Utilities Commission of Ohio  
Case No. 02-2368-CT-ACE.

By: Jon Greene, Chief Manager  
Twin City Capital, LLC  
d/b/a Small Business America  
d/b/a American Select  
7300 Hudson Blvd N, #265  
Oakdale, MN 55128

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**CHECK PAGE**

All of the pages of this Tariff are effective as of the date shown at the top of the page. Original and revised pages as named below comprise all changes from the original Tariff.

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Issued: September 12, 2002

Effective: October 13, 2002

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BY: Jon Greene, Chief Manager

**CHECK PAGE (continued)**

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BY: Jon Greene, Chief Manager

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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS**

None

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved To Or From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

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## **TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
  - 2.1.1 (A).1.a
  - 2.1.1 (A).1.a.i
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Authorized User:** A person, firm or corporation, who is authorized by the Customer/Subscriber to utilize the services of the Customer/Subscriber.

**Business Customer:** A Business Customer is a Customer who subscribes to the Company's service(s) in the name of business, trade, or profession and/or primarily uses the service for business purposes.

**Company:** Company refers to Twin City Capital, L.L.C. d/b/a Small Business America.

**Commission:** Commission refers to the Public Utilities Commission of Ohio or any succeeding agency.

**Customer:** The Customer is a person or legal entity which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**DUC:** DUC stands for any Designated Underlying Carrier used by the Company.

**End User:** End User is the person or legal entity which uses the service provided by the Company.

**Initial and Additional Period:** The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

**LEC:** LEC stands for Local Exchange Carrier.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Monthly Usage** - Total usage charges for intrastate, interstate, and international calls for all NorthStar Services.

**MRC:** Monthly Recurring Charge

**State:** "State" refers to the State of Ohio.

**Subscriber:** The Subscriber is a person or legal entity which subscribes to or dials the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Switched Access:** A method of reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

**Total Usage:** The Customer calculates Total Usage totaling the most recent month's interstate, intrastate, and international usage for all lines to be provisioned via a Service offered by the Company. For Customers with multiple locations, the usage for each location will be calculated individually. If the Customer's traffic volume varies significantly from month-to-month, the Customer may determine TU by averaging more than one month's bill.

**TU:** TU stands for Total Usage.

**Underlying Carrier:** "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

**U.S.F.:** U.S.F. stands for Universal Service Fund.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The territory is all counties within the state of Ohio. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service**

- 2.2.1 Service is offered by the Company subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC. Necessary facilities and equipment may include but is not limited to facilities or equipment to be provided by Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to Company or the LEC.
- 2.2.2 In compliance with MTSS Rule 17, the Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or in violation of the provisions of this Tariff.
- 2.2.3 The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing services to any Customer.



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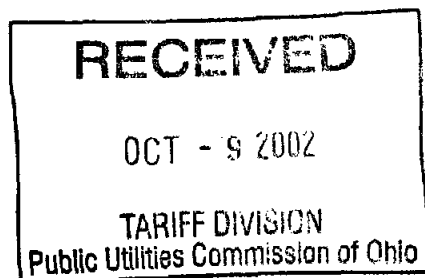
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**SECTION 2 - RULES AND REGULATIONS**

**2.2 Limitations On Service (continued)**

**2.2.3** Conditions under which the Company may, without notice pursuant to 4901:1-5-17, O.A.C., terminate service without liability include, but are not limited to:

- (A) In the event of a subscriber's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
- (B) In the event of tampering with any facilities or equipment furnished and owned by the LEC or IXC.



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## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations On Service (continued)

2.2.4 Conditions under which the Company may, with notice pursuant to 4901:1-5-17, O.A.C., terminate service without liability include, but are not limited to:

- Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- Non-payment of any sum owed the Company.

2.2.5 Initial and continuing service is offered subject to the availability of necessary facilities, billing services, and/or equipment, including those to be provided by the DUC(s), the Company, the CAP(s), or the LEC.

2.2.6 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:

- (A) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- (B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or
- (C) Any calls placed by means of illegal equipment, service, or device.

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OCT - 9 2002

TARIFF DIVISION  
Public Utilities Commission of Ohio

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## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations On Service (continued)

- 2.2.7 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.8 To control fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored at Company's option as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.2.9 The Company reserves the right to change DUCs at any time.
- 2.2.10 The Company reserves the right, without incurring liability, to terminate or refuse to provide service to or from any location where the necessary facilities, billing arrangements, and/or equipment are not available.
- 2.2.11 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process or code. All right, title and interests to such items remain, at all times, solely with the Company.

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## SECTION 2 - RULES AND REGULATIONS

### 2.2 Limitations of Services (continued)

- 2.2.12 The Company will accept a Customer's or Applicant's request for a particular toll free telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the toll free number will be made prior to the initiation of Service to the Customer. Assignment of the toll free telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active toll free number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer an toll free number to another person, the Company may refuse to establish Service. If a Customer's toll free telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the toll free number, the Company, may upon written notice, discontinue Service.
- 2.2.14 The availability of toll-free numbers from the Company is limited by the Company's ability to obtain toll-free numbers from the DUC.
- 2.2.15 If a Customer accumulates past-due charges, the Company reserves the right not to honor the Customer's request for a change in inbound service to another carrier (e.g. "porting" of the toll-free number), including a request for a Responsible Organization (Resp. Org.) change, until such time as all charges are paid in full and all disputes, if any, resolved.
- 2.2.16 The Company reserves the right to refuse to process calls when the Authorization Code or PIN cannot be validated.

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## SECTION 2 - RULES AND REGULATIONS

### 2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in Paragraphs 2.3.1 through 2.3.9 of this Tariff and that arises in connection with the provision of service to Customer.

#### 2.3.1 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the service or furnishing facilities or equipment associated with such service.
- (B) Damages caused by the fault or negligence or misconduct of the Customer.
- (C) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

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**SECTION 2 - RULES AND REGULATIONS**

**2.3 Limitation of Liability (continued)**

**2.3.1 (continued)**

- (E) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in service contained in this Tariff.
- (F) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of toll free service, this also applies to third parties who dial the Customer's toll free number by mistake.
- (G) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent fraudulent or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties. The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of service.

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## SECTION 2 - RULES AND REGULATIONS

### 2.3 Limitation of Liability (continued)

- 2.3.2 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.3 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.4 The Company may rely on CAPS, LECs, DUCs, or other third parties to provide all or any portion of the Company's service.
- 2.3.5 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.6 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.

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## SECTION 2 - RULES AND REGULATIONS

### 2.3 Limitation of Liability (continued)

2.3.7 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

2.3.8 In the event the Company or the DUC learn of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

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BY: Jon Greene, Chief Manager

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## SECTION 2 - RULES AND REGULATIONS

### 2.3 Limitation of Liability (continued)

- 2.3.9 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers, Cardholders, Subscribers, or End Users; negligent or defective services to Customers, Cardholders, Subscribers, or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

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## SECTION 2 - RULES AND REGULATIONS

### 2.4 Use of Service

- 2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing of service. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company or others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- 2.4.4 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

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## SECTION 2 - RULES AND REGULATIONS

### 2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide service to Customers, Cardholders, or End Users.
- (B) Any and all liabilities, costs, damages, and expenses resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.
- (D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer of the right to privacy.

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**SECTION 2 - RULES AND REGULATIONS**

**2.5 Obligations of the Customer (continued)**

**2.5.1 (continued)**

- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.

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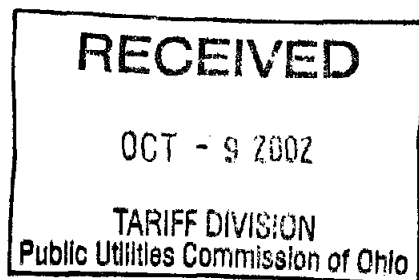
## SECTION 2 - RULES AND REGULATIONS

### 2.5 Obligations of the Customer (continued)

- 2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.
- 2.5.3 The Subscriber is responsible for the payment of charges for calls originated at the Subscriber's telephone numbers, PIN, Authorization Code or card numbers which are not collect, third party, calling card, or credit card calls.

### 2.6 Application For Service

To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate and that complies with the rules of the Commission. For example, the Company may require the Customer to execute a letter of agency, service agreement, RespOrg, contract etc. depending on the Service(s) selected by the Customer. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff. The Applicant may be required to establish credit satisfactory to the Company as provided in Paragraph 2.7.



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## SECTION 2 - RULES AND REGULATIONS

### 2.7 Establishment of Credit

#### 2.7.1 Applicant

For all services, the Company reserves the right to require all Applicants to establish credit worthiness in compliance with MTSS Rule 13 to the reasonable satisfaction of the Company. Upon receipt of the signed application, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. In the case of a business Customer, the Company may, at its discretion, require personal guarantees from the Customer's owners or officers of all Customer's liabilities and obligations to the Company.

#### 2.7.2 Customer

If the conditions of services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit in compliance with MTSS Rule 13. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

### 2.8 Customer Deposits

The Company does not collect deposits for services in this Tariff.



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## SECTION 2 - RULES AND REGULATIONS

### 2.9 Payment For Services

#### 2.9.1 General

The billing period is one month. Invoices are sent to the Customer's current billing address no later than forty-five (45) days following the close of billing. Charges may be assessed for unbilled traffic up to two years in arrears in accordance with MTSS Rule 16.

#### 2.9.2 Methods Of Payment

Company billing options will comply with MTSS Rules 15 and 17. The Company utilizes two billing options. They include direct billing and LEC billing.

##### (A) Direct Billing By Company Or Authorized Billing Agent

- .1 Mailed bills are sent to the current billing address no later than thirty (30) days following the close of billing. Call detail may included with the bill at the Customer's option. The due date is disclosed on the bill. Payment in full is due within the latter of twenty-two (22) days of the invoice date on the bill or fourteen (14) after the postmark on the bill. Charges are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, electronic wire transfer, or by automatic withdrawal from Customer's checking or savings account. Customer may also pay via Credit Card. Checks should be made payable as named on the bill and should be sent to the address as listed on the bill.

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## SECTION 2 - RULES AND REGULATIONS

### 2.9 Payment For Services (continued)

#### 2.9.2 Method Of Payment (continued)

##### (A) Direct Billing By Company Or Authorized Billing Agent (continued)

- .2 Customers who choose the E-Billing option will have their bills available no later than thirty (30) days following the close of billing. Call detail is included with the bill.
- .3 With Credit Card billing, the charges for services provided by the Company are billed on the Customer's designated and approved Credit Card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. If the charge is rejected by the Customer's credit card company, the Customer will be billed using either direct billing or LEC billing at the Company's discretion.
- .4 If the Customer utilizes electronic fund transfer, Customer arranges for the charges for services provided by the Company to be transferred from the Customer's designated checking or saving account into the Company's bank account designated by the Company for this purpose.

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## SECTION 2 - RULES AND REGULATIONS

### 2.9 Payment For Services (continued)

#### 2.9.2 Method Of Payment (continued)

- .5 If the Customer utilizes automatic withdrawal, the Customer arranges for the charges for services provided by the Company to be automatically transferred from the Customer's designated checking account at an approved financial institution into the Company's bank account designated by the Company for this purpose. If at the time the Company issues an automatic withdrawal request to the bank, the withdrawal is rejected by the bank, the Company may assess a insufficient funds charge of \$25.00 and the Customer will be billed using either direct billing or LEC billing at the Company's discretion.
- .6 If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge of 1.5% per month on the delinquent amount. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will be apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

#### (B) LEC Billing

With LEC billing, the Customer's charges for the Company's services are billed with the Customer's bill for local service. Call detail is included with the bill. If LEC billing is utilized, the rules and regulations applying to rendering and payment of bill and late charges are the same as covered in the applicable LEC tariff.

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## SECTION 2 - RULES AND REGULATIONS

### 2.9 Payment For Services (continued)

#### 2.9.3 Past Due Payments

In the event the Company incurs fees or expenses in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

#### 2.9.4 Billing Disputes

Billing disputes are handled by the Company's customer service organization. See Section 2.10. of this Tariff. If the Customer is not satisfied with the Company's resolution of a billing inquiry or a billing dispute, the Customer may make application to the Commission for review and disposition of the matter.

#### 2.9.5 Right to Backbill for Improper Use of Company's Services

Consistent with MTSS Rule 16, any person or entity which uses, appropriates or secures the use of Services from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which use, appropriation, or securing of Services is inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's Services actually made by Customer.

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## SECTION 2 - RULES AND REGULATIONS

### 2.10 Customer Service

#### 2.10.1 General

Customer service may be contacted in writing at the address shown on the bill. Customers may contact customer service by dialing a toll-free number listed on the bill. Customer service representatives are available 8:00 AM to 5:00 PM Central time Monday through Friday. After hours, the Customer may reach a Company representative by leaving a message on the voice mail.

#### 2.10.2 Billing Inquiries

Billing inquiries must be submitted to the Company in writing. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

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## SECTION 2 - RULES AND REGULATIONS

### 2.11 Cancellation By Company

The Company may terminate service to the Customer upon fifteen (15) days' written notice to the Customer for any condition listed in Paragraph 2.2.4 providing that the name and address of the Customer is known by the Company. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known address and mailed first class or some type of express over night delivery. The selection of the method of delivering the notice is made by the Company. In no case will the disconnection occur prior to seven days after the postmark on the disconnection notice. The disconnection notice will conform to 4901:1-5-17(K).

The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.



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## SECTION 2 - RULES AND REGULATIONS

### 2.12 Cancellation By Customer

#### 2.12.1 General

Customers may cancel service by giving a written or verbal notice to the Company's authorized representative. The Company places an order with the Underlying Carrier to cancel the Customer's service(s). The Underlying Carrier blocks the service within five (5) to seven (7) days after the cancellation order is received. The Customer is liable for all usage incurred until the service is canceled.

#### 2.12.2 Customers With Switched Access

Customers with Switched Access must contact their LEC to change their primary interexchange carrier ("PIC") code to the IXC of their choice. The Customer's service is canceled when the LEC changes the Primary Interexchange Carrier (PIC) code to a different IXC or when the Underlying Carrier cancels the service offered by the Company.

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## SECTION 2 - RULES AND REGULATIONS

### 2.13 Timing of Calls

Timing of calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods including hardware answer supervision provided by the DUC and software answer detection. Chargeable time ends when one of the parties disconnects from the call.

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## SECTION 2 - RULES AND REGULATIONS

### 2.14 Initial and Additional Period

Calls are billed in various increments depending on the service subscribed to by the Customer. For all services, fractions of an increment are rounded up to the next highest increment. Initial period is 60 seconds and additional periods are 60 seconds unless stated otherwise in Section 3 - Description Of Services of this tariff.

### 2.15 Rounding

2.15.1 All calls are billed in the billing increments as set forth in the description for each service. Calls that terminate between increments will be rounded to the next highest increment. For example, a call with a six second increment lasting 52 seconds will be rounded to 60 seconds.

2.15.2 Once the call duration, in billing increments is computed, the appropriate per minute charges, as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.44.

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## SECTION 2 - RULES AND REGULATIONS

### 2.16 Taxes and Assessments

- 2.16.1 In addition to the charges specifically pertaining to the Services, the Customer is responsible for the payment of all state, local, and 911 taxes, surcharges, utility fees, or other similar fees for which the End-User is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates in a tariff. Any such line item charges will be reflected in the company's tariff. The company shall not assess separately any taxes, fees, or surcharges, other than government approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with Commission procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all customers informing the Customers of the new line item charges.
- 2.16.2 Unless otherwise specified herein, all stated charges in this Tariff are computed by the Company exclusive of any assessments, duties, fees, surcharges, taxes, or similar liabilities as set forth in 2.16.1.
- 2.16.3 Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

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**SECTION 2 - RULES AND REGULATIONS**

**2.16 Taxes and Assessments (continued)**

- 2.16.4 In order to be granted exemption status, a Customer claiming exempt status must provide the Company with copies of all relevant exemption certificates and documents required by the Company. New Customers are required to provide the requested documentation at the time Service is ordered. Failure to provide the required documentation at the time Service is ordered will result in all assessments, duties, fees, surcharges, taxes, or similar liabilities (as described in Section 2.16.1 of this Tariff) being levied by the Company on the Customer's Service. The Customer will be responsible for the payment of all such charges.
- 2.16.5 Failure to provide the required documentation at the time Service is ordered will also result in all taxes as noted herein being levied by the Company on the Customer's Service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Customer will also be billed for all applicable assessments, duties, fees, surcharges, or similar liabilities as described in Section 2.16.1 of this Tariff. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.
- 2.16.6 Failure to pay the appropriate assessments, duties, fees, surcharges, taxes, or similar liabilities prior to exempt status being accorded by the Company will result in termination of Service.

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## SECTION 2 - RULES AND REGULATIONS

### 2.17 Interruption of Service

#### 2.17.1 General

It is the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer. The Company may become aware of an interruption in Service.

#### 2.17.2 All Usage Sensitive Services

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the call interrupted, subject to the limitation of liability provision set forth in Section 2.3 of this Tariff.

#### 2.17.3 Monthly Recurring Charges

No credit for monthly recurring charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.

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**SECTION 2 - RULES AND REGULATIONS**

**2.18 Restoration of Services**

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 Outbound Services

##### 3.1.1 General

Unless otherwise stated in the Tariff, the method of provisioning a specific Outbound Service is determined by the Company, and the selection of the DUC is made by the Company. Switched Access outbound Services are only available in equal access areas. All outbound Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. The Company's rate plans are offered based on the Customer's TU. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 Outbound Services (continued)

##### 3.1.2 SBA One Plus

SBA One Plus is a long distance pricing plan available to low volume Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

##### 3.1.3 SBA Advantage Plus

SBA Premium Plus is a long distance pricing plan available to Business Customers that utilize Switched Access to reach the long distance network, subscribe a minimum of three (3) lines to this Service, and have a minimum Monthly Usage of \$100.00. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.2 Inbound Services

##### 3.2.1 General

Inbound Service permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number, (Toll Free Prefix) NXX-XXXX, which terminates at the Customer's location.

##### 3.2.2 SBA Toll Free

SBA Toll Free is a inbound long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.3 Travel Card Services

##### 3.3.1 General

Travel card Services enable the End User to originate a call from a touch tone telephone by dialing a toll free access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

##### 3.3.2 SBA Travel Card

The SBA Travel Card is available to Business Customers and Residential Customers that subscribe to one of the Company's Outbound Service offerings. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

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### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.4 Directory Assistance

##### 3.4.1 Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

##### 3.4.2 Availability of Service

Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

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**SECTION 4 - PRICE LIST**

**4.1 Outbound Services**

**4.1.1 SBA One Plus**

SBA One Plus has two rate elements, a monthly recurring charge and a usage rate per billing increment or fraction thereof.

The Monthly Recurring Charge (MRC) is \$4.90.

The rate per minute or fraction thereof is \$0.199.

**4.1.2 SBA Advantage Plus**

SBA Advantage Plus has two rate elements, a monthly recurring charge and a usage rate per billing increment or fraction thereof.

The Monthly Recurring Charge (MRC) is \$4.90.

The rate per minute or fraction thereof is \$0.1416.

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**SECTION 4 - PRICE LIST**

**4.2 Inbound Services**

**4.2.1 SBA Toll Free**

SBA Toll Free has two rate elements, a monthly recurring charge and a usage rate per billing increment or fraction thereof.

The Monthly Recurring Charge (MRC) is \$4.90.

The rate per minute or fraction thereof is \$0.15.

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Roseville, MN 55113

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**SECTION 4 - PRICE LIST**

**4.3 Directory Assistance**

The charge is \$1.10 per call.

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**SECTION 4 - PRICE LIST**

**4.4 Calling Card Service**

**4.4.1 SBA Travel Card**

SBA Travel Card has two rate elements, a connection charge and a usage rate per billing increment or fraction thereof.

The Connection Charge is \$0.25.

The rate per minute or fraction thereof is \$0.15.

Calls originating from Payphones will incur a Payphone Surcharge ( See Section 4.5.2 of this Tariff.

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**SECTION 4 - PRICE LIST**

**4.5 Miscellaneous Charges**

**4.5.1 Return Check Charge**

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$25.00. The returned check charge may be waived by the Company for extenuating circumstances.

**4.5.2 Payphone Surcharge**

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a Customer's toll free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.30 per call for all such traffic.

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**SECTION 5 - PROMOTIONS**

**5.1 Promotional Offerings**

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations. These offerings will be submitted to the Commission.

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Issued: September 12, 2002

Effective: October 13, 2002

**RECEIVED**

OCT - 9 2002

TARIFF DIVISION  
Public Utilities Commission of Ohio

Issued under the authority of order of the Public Utilities Commission of Ohio  
Case No. 02 -     - CT - ACE

BY: Jon Greene, Chief Manager

**EXHIBITB**

**PROPOSED REVISED TARIFF PAGES**

**TITLE PAGE**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

**OF**

**TWIN CITY CAPITAL, LLC D/B/A SMALL BUSINESS AMERICA D/B/A AMERICAN SELECT**

Toll Services, except for Customer Deposits, Return Check Charge and Late Payment Charges are now located in the Company's Pricing Guide and may also be viewed at the Company's headquarters: 7300 Hudson Blvd N #265, Oakdale, MN 55128.

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

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Issued: July 7, 2008

Effective: July 7, 2008

Issued by: Jon Greene, Managing Member  
TWIN CITY CAPITAL, LLC  
d/b/a SMALL BUSINESS AMERICA d/b/a AMERICAN SELECT  
7300 Hudson Blvd N #265  
Oakdale, MN 55128

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**1.1 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Ohio law and Commission regulations. At the option of the Company, this charge may be waived because of extenuating circumstances (i.e. bank error).

**1.2 Late Payment Charge**

If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within thirty (30) days after the billing date, are subject to late payment penalty charges of 1.5% per month. The late payment charge will not be applied to previous late payment charges that have assessed against but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

**1.3 Deposits**

Company will not require deposits or advance payments by Customers for services.

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Interexchange Telecommunications Services

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PRICE LIST  
FOR  
DETARIFFED  
INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
PROVIDED BY  
**TWIN CITY CAPITAL, LLC D/B/A SMALL BUSINESS AMERICA D/B/A AMERICAN SELECT**

This Price List includes the interexchange services offered to Customers within the State of Ohio that are detariffed by the Public Utilities Commission of Ohio.

The general terms and conditions applicable to the services listed in this Price list are contained in P.U.C.O. Tariff No. 2 on file with the Public Utilities Commission of Ohio.

Copies of the Tariff on file with the Public Utilities Commission of Ohio may be inspected during normal business hours at the Company's principal place of business at 7300 Hudson Blvd N #265, Oakdale, MN 55128.

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Interexchange Telecommunications Services

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**Outbound Services**

General

Unless otherwise stated in the Tariff, the method of provisioning a specific Outbound Service is determined by the Company, and the selection of the Designated Underlying Carrier is made by the Company. Switched Access outbound Services are only available in equal access areas. All outbound Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. The Company's rate plans are offered based on the Customer's Total Usage. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

SBA One Plus

SBA One Plus is a long distance pricing plan available to low volume Business Customers that utilize Switched Access to reach the long distance network and subscribe a minimum of one line to this Service. There is no minimum monthly usage commitment for this service. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

SBA One Plus has two rate elements, a monthly recurring charge and a usage rate per billing increment or fraction thereof.

The Monthly Recurring Charge (MRC) is \$4.90.

The rate per minute or fraction thereof is \$0.199.

SBA Advantage Plus

SBA Premium Plus is a long distance pricing plan available to Business Customers that utilize Switched Access to reach the long distance network, subscribe a minimum of three (3) lines to this Service, and have a minimum Monthly Usage of \$100.00. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

SBA Advantage Plus has two rate elements, a monthly recurring charge and a usage rate per billing increment or fraction thereof.

The Monthly Recurring Charge (MRC) is \$4.90.

The rate per minute or fraction thereof is \$0.1416.

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Interexchange Telecommunications Services

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**Inbound Services**

General

Inbound Service permits calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten digit telephone number, (Toll Free Prefix) NXX-XXXX, which terminates at the Customer's location.

SBA Toll Free

SBA Toll Free is a inbound long distance pricing plan available to Business Customers and Residential Customers that utilize Switched Access to reach the long distance network. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

SBA Toll Free has two rate elements, a monthly recurring charge and a usage rate per billing increment or fraction thereof.

The Monthly Recurring Charge (MRC) is \$4.90.

The rate per minute or fraction thereof is \$0.15.

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Interexchange Telecommunications Services

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**Travel Card Services**

General

Travel card Services enable the End User to originate a call from a touch tone telephone by dialing a toll free access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

SBA Travel Card

The SBA Travel Card is available to Business Customers and Residential Customers that subscribe to one of the Company's Outbound Service offerings. The initial period is sixty seconds (60) or fraction thereof and the additional period is each sixty seconds (60) or fraction thereof.

SBA Travel Card has two rate elements, a connection charge and a usage rate per billing increment or fraction thereof.

The Connection Charge is \$0.25.

The rate per minute or fraction thereof is \$0.15.

Calls originating from Payphones will incur a Payphone Surcharge.

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Interexchange Telecommunications Services

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**Directory Assistance**

Description of Service

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of a party.

Availability of Service

Directory assistance is available to any Customer that has access to the directory assistance bureau of the Designated Underlying Carrier.

The charge is \$1.10 per call.

**Payphone Surcharge**

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a Customer's toll free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of \$0.30 per call for all such traffic.

## **EXHIBIT C**

### **SUMMARY OF CHANGES**

All services have been removed from this replacement tariff.

Section Number and Services Removed

Pages Removed

**COMPETITIVE TELECOMMUNICATIONS SERVICES**

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Calling Card Service

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## **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).

*This tariff, P.U.C.O. Tariff No. 2 filed by TWIN CITY CAPITAL, LLC D/B/A SMALL BUSINESS AMERICA D/B/A AMERICAN SELECT, cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1.*

*This tariff is being replaced in accordance with Ohio Case No. 06-1345-TP-ORD, dated September 26, 2007. Detariffed services are available at the Company's headquarters: 7300 Hudson Blvd N #265, Oakdale, MN 55128.*

## **EXHIBIT E**

### **CUSTOMER NOTICE**

Copy of the Customer Notice of detariffing and related changes 4901: 1-06-16(B)  
to include where customers may find the information regarding such services as  
required by rule 4901: 1-6-05(G)(3).

# American Select

## **IMPORTANT RESIDENTIAL CUSTOMER NOTICE**

*JUNE 15, 2008*

Dear Valued Subscriber:

Beginning on July 1, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by American Select 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. American Select must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at [as.longdistancegroup.com](http://as.longdistancegroup.com) or you can request a copy of this information by contacting American Select at 7300 Hudson Blvd. #265, Oakdale, MN 55128 or toll-free at 1-877-839-6347.

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

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

If you have any questions about this matter, please call American Select at the toll free number 877-839-6347 or visit us at [as.longdistancegroup.com](http://as.longdistancegroup.com). You may also visit the consumer information page on the PUCO's website at [puco.ohio.gov](http://puco.ohio.gov) for further information.

Sincerely,

American Select

# Small Business America

## **IMPORTANT NON-RESIDENTIAL CUSTOMER NOTICE**

*June 15, 2008*

Dear Valued Subscriber:

Beginning on July 1, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Small Business America will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

Small Business America provides long distance telecommunication services in the State of Ohio.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Small Business America must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the Small Business America's future service offerings online at [sba.longdistancegroup.com](http://sba.longdistancegroup.com) or you can request a copy of this information by contacting Small Business America at 7300 Hudson Blvd. #265, Oakdale, MN 55128 or toll-free at 1-877-271-5582.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the Small Business America, 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 Small Business America at the toll free number 877-271-5582 or visit us at [sba.longdistancegroup.com](http://sba.longdistancegroup.com).

Sincerely,

***SMALL BUSINESS AMERICA***

**EXHIBIT F**

**CUSTOMER NOTICE AFFIDAVIT**

CUSTOMER NOTICE AFFIDAVIT

STATE OF MN :  
COUNTY OF Washington SS: :

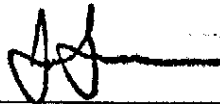
AFFIDAVIT

I Jon Greene, am an authorized agent of the applicant corporation, TWIN CITY CAPITAL, LLC D/B/A SMALL BUSINESS AMERICA D/B/A AMERICAN SELECT, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through regular mail

on June 13, in accordance with Rule 4901:1-6-16, Ohio Administrative  
(date/time frame) (type of notice)

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

Executed on \_\_\_\_\_  
(Date) (Location)

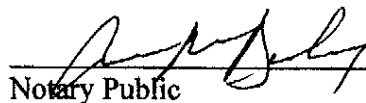
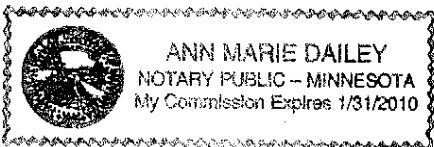


\_\_\_\_\_  
(Signature and Title)

Managing Member

\_\_\_\_\_  
(Date)

Subscribed and sworn to before me this 6-26-08  
(Date)

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1-31-2010

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**7/7/2008 2:28:03 PM**

**in**

**Case No(s). 08-0861-TP-ATA**

Summary: Application Twin City Capital's IXC detariffing application and supporting documentation in compliance with Case No. 06-1345-TP-ORD. electronically filed by Mr. Patrick D. Crocker on behalf of Twin City Capital, LLC d/b/a Small Business America d/b/a American Select