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PUCO

October 31, 2008

Via Overnight Mail

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

RE:

Broadwing Communications, LLC

Docket Number: 08-0838-TP-ATA

Dear Sir or Madam:

90-9107-TR-TRF

On behalf of Broadwing Communications, LLC, enclosed for filing are amended pages to the filing made previously at Docket Number 08-0838-TP-ATA. These amended pages are being filed pursuant to conversations with Staff.

In specific the amended pages include the following:

Section 2

Section 5

1st Revised Page 14

1st Revised Page 2

Should you have any questions concerning this filing, please do not hesitate to contact me at (724) 743-9719.

Thank you in advance for your attention in this regard.

Sincerely,

Karen M. Hyde

Legal Department

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician Date Processed // 3/08

SECTION 2: REGULATIONS

2.3 Obligations of the Customer (cont'd.)

2.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D) Neither subscriber's landlord nor landlord's officers, agents or employees, the building management or any party in interest to the lease under which subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

2.3.3 Minimum Telephone Service Standards Statement

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.

Issued: July 1, 2008 Effective: July 1, 2008

Issued By:

Director Regulatory Affairs 1025 Eldorado Boulevard Broomfield, CO 80021 [N]

[N]

SECTION 5: LOCAL EXCHANGE SERVICE

5.1 General (cont'd.)

Each Local Exchange Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises. Monthly access rates for network access lines are determined by class of service.

The following Local Exchange Services are offered*:

Basic Line Service (both Residential and Business) (Three (3) Access

Lines or Less)

[C]

[D]

Basic Trunk Service DID Trunk Service Digital Trunk Service

ISDN Primary Rate Interface (PRI) Service

5.2 Access Area Designations

Exchange	Access Area
Bedford	D
Berea	C
Brecksville	D
Chagrin Falls	D
Cleveland	В
Gates Mills	D
Hillcrest	С
Independence	C
Montrose	С
North Royalton	D
Olmstead Falls	D
Strongsville	\boldsymbol{D}
Terrace	С
Trinity	C
Victory	C

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^{*}View all company service offerings online at www.level3.com.