

NC  
FILE

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XO Communications

13865 Sunrise Valley Drive  
Herndon, VA 20171

VIA OVERNIGHT

October 8, 2010

10-2343-TP-ATA  
90-9017-TP-TRF

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

Re: **XO Communications Services, Inc, P.U.C.O. Tariff No. 3 Revisions**  
**Case No.**

To Whom It May Concern:

Please find enclosed an original and ten (10) copies of revisions to XO Communications Services, Inc. ("XO"), P.U.C.O. Tariff No. 3 revisions. These revisions modify Terms and Conditions.

The following pages are included with this filing:

**9<sup>th</sup> Revised Page 1**  
**1st Revised Page 15**

Also, enclosed is an additional copy of this letter and a self-addressed stamped envelope. Please date stamp this copy and return in the enclosed envelope. If you have any questions, please contact me at 703-547-2635 or daniel.ostroff@xo.com.

Sincerely,



Daniel G. Ostroff  
Senior Regulatory Analyst

Enclosures

RECEIVED-DOCKETING DIV  
2010 OCT 12 AM 10:47  
PUCO

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 **OCT 12 2010**

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

In the Matter of the Application of \_\_\_\_\_  
to \_\_\_\_\_

TRF Docket No. 90- 9017  
Case No. 10-2343-TP-ATA  
NOTE: Unless you have reserved a Case # or are filing a Contract,  
leave the "Case No" fields BLANK.

Name of Registrant(s) XO Communications Services, Inc.

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

Address of Registrant(s) 13865 Sunrise Valley Dr., Herndon, VA 20171

Company Web Address www.xo.com

Regulatory Contact Person(s) Kelly Faul

Phone 703-547-2536

Fax 703-547-2630

Regulatory Contact Person's Email Address kelly.faul@xo.com

Contact Person for Annual Report Sharon Adams

Phone 703-547-2615

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

Consumer Contact Information Teresa Miller

Phone 214-261-7509

Address (if different from above) 9201 N Central Expressway, Bldg B, 4th Floor, Dallas, TX 75231

Motion for protective order included with filing? ☐ Yes ☐ No

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

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

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

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

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

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

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

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

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

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

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

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

**Section III. – Attestation**

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

**AFFIDAVIT**

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

I am an officer/agent of the applicant corporation, XO Communications Services, Inc., 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) October 8, 2010 at (Location) Fairfax County, VA

\*(Signature and Title) Kelly J. Faul  
Affairs Director

Regulatory (Date) October 8, 2010

- 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, Kelly Faul

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

\*(Signature and Title) Kelly J. Faul, Regulatory Affairs Director

(Date) October 8, 2010

.....  
\*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**  
**Superceded Tariff Pages**

Case No. 09-1022-TP-ATA

## INTRASTATE ACCESS SERVICES

**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    | 8 <sup>th</sup> Rev. | * | 26   | Original |   | 51   | Original             |
| 2    | 6 <sup>th</sup> Rev. |   | 27   | Original |   | 52   | Original             |
| 3    | Original             |   | 28   | Original |   | 53   | Original             |
| 4    | Original             |   | 29   | Original |   | 54   | Original             |
| 5    | 3 <sup>rd</sup> Rev. |   | 30   | Original |   | 55   | Original             |
| 6    | 1st Rev.             |   | 31   | Original |   | 56   | Original             |
| 7    | Original             |   | 32   | Original |   | 57   | Original             |
| 8    | Original             |   | 33   | Original |   | 58   | Original             |
| 9    | 1st Rev.             |   | 34   | Original |   | 59   | Original             |
| 10   | Original             |   | 35   | Original |   | 60   | Original             |
| 11   | 1st Rev.             |   | 36   | Original |   | 61   | Original             |
| 12   | Original             |   | 37   | Original |   | 62   | Original             |
| 13   | Original             |   | 38   | 1st Rev. | * | 63   | Original             |
| 14   | Original             |   | 39   | 1st Rev. | * | 64   | Original             |
| 15   | Original             |   | 40   | 1st Rev. | * | 65   | Original             |
| 16   | Original             |   | 41   | Original |   | 66   | 2nd Rev.             |
| 17   | Original             |   | 42   | Original |   | 67   | Original             |
| 18   | Original             |   | 43   | Original |   | 68   | Original             |
| 19   | Original             |   | 44   | Original |   | 69   | 1 <sup>st</sup> Rev. |
| 20   | Original             |   | 45   | Original |   | 70   | Original             |
| 21   | Original             |   | 46   | Original |   | 71   | Original             |
| 22   | Original             |   | 47   | Original |   | 72   | Original             |
| 23   | Original             |   | 48   | Original |   | 73   | Original             |
| 24   | Original             |   | 49   | Original |   | 74   | Original             |
| 25   | Original             |   | 50   | Original |   | 75   | Original             |

\* - indicates those pages included with this filing

Issued: December 1, 2009

Effective: December 1, 2009

Kelly Faul – Regulatory Affairs Director  
13865 Sunrise Valley Dr.  
Herndon, VA 20171

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INTRASTATE ACCESS SERVICES

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**SECTION 2 - REGULATIONS, (CONT'D.)**

2.1 Undertaking of the Company. (Cont'd.)

2.1.2 Terms and Conditions. (cont'd.)

- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- F. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its agent. Failure to do so will void company liability for interruption of service and may make the customer responsible for damage to equipment pursuant to Section 2.1.2.8 below.
- G. The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the customer, except for normal wear and tear.

Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

**EXHIBIT B**  
**Proposed Tariff Pages**



Case No.

**INTRASTATE ACCESS SERVICES****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.

| <b>PAGE</b> | <b>REVISION</b>      |   | <b>PAGE</b> | <b>REVISION</b> | <b>PAGE</b> | <b>REVISION</b>      |
|-------------|----------------------|---|-------------|-----------------|-------------|----------------------|
| 1           | 9 <sup>th</sup> Rev. | * | 26          | Original        | 51          | Original             |
| 2           | 6 <sup>th</sup> Rev. |   | 27          | Original        | 52          | Original             |
| 3           | Original             |   | 28          | Original        | 53          | Original             |
| 4           | Original             |   | 29          | Original        | 54          | Original             |
| 5           | 3 <sup>rd</sup> Rev. |   | 30          | Original        | 55          | Original             |
| 6           | 1st Rev.             |   | 31          | Original        | 56          | Original             |
| 7           | Original             |   | 32          | Original        | 57          | Original             |
| 8           | Original             |   | 33          | Original        | 58          | Original             |
| 9           | 1st Rev.             |   | 34          | Original        | 59          | Original             |
| 10          | Original             |   | 35          | Original        | 60          | Original             |
| 11          | 1st Rev.             |   | 36          | Original        | 61          | Original             |
| 12          | Original             |   | 37          | Original        | 62          | Original             |
| 13          | Original             |   | 38          | 1st Rev.        | 63          | Original             |
| 14          | Original             |   | 39          | 1st Rev.        | 64          | Original             |
| 15          | 1st Rev.             | * | 40          | 1st Rev.        | 65          | Original             |
| 16          | Original             |   | 41          | Original        | 66          | 2nd Rev.             |
| 17          | Original             |   | 42          | Original        | 67          | Original             |
| 18          | Original             |   | 43          | Original        | 68          | Original             |
| 19          | Original             |   | 44          | Original        | 69          | 1 <sup>st</sup> Rev. |
| 20          | Original             |   | 45          | Original        | 70          | Original             |
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| 22          | Original             |   | 47          | Original        | 72          | Original             |
| 23          | Original             |   | 48          | Original        | 73          | Original             |
| 24          | Original             |   | 49          | Original        | 74          | Original             |
| 25          | Original             |   | 50          | Original        | 75          | Original             |

\* - indicates those pages included with this filing

Issued: October 11, 2010

Effective: November 10, 2010

Kelly Faul – Regulatory Affairs Director  
13865 Sunrise Valley Dr.  
Herndon, VA 20171

INTRASTATE ACCESS SERVICES

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**SECTION 2 - REGULATIONS, (CONT'D.)**

2.1 Undertaking of the Company. (Cont'd.)

2.1.2 Terms and Conditions. (cont'd.)

- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- F. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or its agent. Failure to do so will void company liability for interruption of service and may make the customer responsible for damage to equipment pursuant to Section 2.1.2.8 below.
- G. The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the customer, except for normal wear and tear.

Customer agrees to reimburse the Company, upon demand, for any reasonable costs incurred by the Company due to the Customer's failure to comply with this provision.

- H. In the event the Company incurs fees or expenses, including without limitation attorneys' fees, 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.

(N)  
|  
(N)

**EXHIBIT C**  
**Transmittal**