

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**  
**(Effective: 01/20/2011 through 05/20/2011)**

In the Matter of the Application of Tier 2 Communications, )  
 LLC to Detariff Services and make other changes related to )  
 the Implementation of Case No. 10-1010-TP-ORD )  
 )

TRF Docket No. 90-9253 – TP - TRF

Case No. 11 - 1054 - **TP - ATA**

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

Name of Registrant(s) Tier 2 Communications, LLC

DBA(s) of Registrant(s) Bright CLEC

Address of Registrant(s) P.O. Box 2038, 13888 County Road 25 A, Wapakoneta, Ohio 45895

Company Web Address www.brightelec.biz

Regulatory Contact Person(s) Carolyn S. Flahive

Phone 614-469-3294

Fax 614-469-3361

Regulatory Contact Person's Email Address Carolyn.Flahive@ThompsonHine.com

Contact Person for Annual Report Timothy N. Berelsman

Phone: 419-739-3151

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

Consumer Contact Information Timothy N. Berelsman

Phone 419-739-3151

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

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

<b>Carrier Type</b>	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tarified pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Part II – Exhibits**

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

<b>Included</b>	<b>Identified As:</b>	<b>Description of Required Exhibit:</b>
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
N/A <input type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
N/A <input type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
N/A <input type="checkbox"/>	Exhibit E	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.**

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**AFFIDAVIT**

***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, Tier 2 Communications, LLC, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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) 2/26/11 at (Location) Wapakoneta, Ohio

\*(Signature and Title) /s/ Timothy N. Berelsman (Date) 2/26/11

- *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.*

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**VERIFICATION**

I, Carolyn S. Flahive 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) /s/ Carolyn S. Flahive (Date) 2/28/11

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\*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)**

**TIER 2 COMMUNICATIONS, LLC d/b/a BRIGHT CLEC  
TARIFF FOR LOCAL TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF OHIO**

Service is provided by Tier 2 Communications, LLC d/b/a Bright CLEC, with principal offices at 13888 County Road 25A, Wapakoneta, Ohio 45895. This Tariff is on file with the Public Utilities Commission of Ohio as Case No. 90 – 9253 – TP – TRF. Copies may be inspected during normal business hours at the Company's principal place of business.

(T)

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Issued Date: February 25, 2008

Effective Date: February 25, 2008

In Accordance with Case No. 08 - 0168 - TP - ATA  
Issued by the Public Utilities Commission of Ohio  
Tim Berelsman, Managing Director  
13888 County Road 25A, Wapakoneta, Ohio 45895

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## SECTION 1. GENERAL

(T)

### 1.1 DESCRIPTION OF COMPANY

Tier 2 Communications, LLC (Company) is a public utility providing telecommunications service in the areas covered by the interconnection agreements and certified by the Public Utilities Commission of Ohio.

Headquarters for the Company are located at:

13888 County Road 25 A  
Wapakoneta, Ohio 45895

### 1.2 CUSTOMERS' RIGHTS

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5) (the "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.

(N)

### 1.3 TARIFF EXCLUSIONS

As of the Effective Date below, the rates, service descriptions, and the terms and conditions for certain business telecommunications services will no longer be included in this tariff, which is on file with the Public Utilities Commission of Ohio. You may view such information for those services at the Company's website: [www.brightclec.biz](http://www.brightclec.biz).

(N)

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## SECTION 2. MISCELLANEOUS CHARGES

### 2.1 LATE PAYMENT CHARGE

(M)

All charges are due on or before the due date set forth in the customer bill. The postmarked date of mailed remittances will be deemed the date of payment.

A late payment charge of \$2.00 or 1%, whichever is greater, remaining on any bill not paid by the 15<sup>th</sup> day after the bill is rendered will be assessed. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

### 2.2 RETURNED CHECK CHARGE

(M)

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business. Under appropriate circumstances, the Company may waive the dishonored check charge.

\$20.00 per occurrence

### 2.3 PIC CHANGE CHARGES: INTRALATA and INTERLATA

(M)

Per business or residence line, trunk, or port:

--	Manual Process	\$5.50
--	Electronic Process	\$1.25

If a subscriber changes both the IntraLATA and InterLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA and InterLATA PIC change charges will apply.

### SECTION 3. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS

(M)

#### 3.1 GENERAL

(M)

- A. The Federal Communications Commission (FCC) assigned the 811 dialing code for nationwide access to One Call Notification Systems. The 811 dialing code ("811 Service") is a nationwide toll-free number to be used by state "One Call" notification systems for providing advanced notice of excavation activities to underground facility operators. Pursuant to PUCO Case No. 05-1306-TP-COI, 811 Service shall be made available within Ohio by May 14, 2007.
- B. The three digit 811 abbreviated dialing One Call Notification code is assigned to the approved "811 Provider" for use in providing One Call notification services to the public by way of voice grade facilities.
- C. 811 Service is available from the Company within its services area only. To provide access to 811 to end users in another company's service area or to Competitive Local Exchange Carrier (CLEC) end users within the local calling area, the 811 Provider must make appropriate arrangements with the other company or CLEC serving that territory. The 811 Provider should work separately with competing local providers to ascertain that its end user customers will be able to reach one-call services provided by dialing 811.
- D. All 811 abbreviated dialing code calls must be local in nature and will not result in any expanded local calling area (ELCA), intraLATA toll, interLATA long distance, or pay-per-call charges to Company subscribers. However, 811 Service calls may result in local measured service charges where Company subscribers' service plans include such charges.
- E. The 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. 811 Service is otherwise available wherever local service is accessible.



**SECTION 3. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (continued)**

(M)

**3.2. OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER**

(M)

- A. The 811 Provider must submit a written application for 811 Service to the Company. The 811 Provider may establish 811 Service in all or part of the Company's exchanges. There may be only one 811 Provider per exchange.
- B. The 811 Provider's written application to establish 811 Service in a Company local exchange must include the following:
  - 1. The local, foreign exchange, or toll free telephone number into which the Company should translate the dialed 811 abbreviated code. If the 811 Provider desires to change the telephone number into which the 811 abbreviated dialing code is translated, the 811 Provider must pay a Subsequent Switch Translation Charge as set forth in Section F. below.
  - 2. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.
  - 3. An acknowledgement of the possibility that the Commission's assignment of the 811 abbreviated dialing code may be recalled at any time.
- C. Local Calling for Company Subscribers
  - 1. The 811 Provider, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate ELCA, intraLATA toll, interLATA long distance, or pay-per-call charges for Company subscribers.
  - 2. When the 811 Provider applies for 811 Service from the Company, the 811 Provider must supply the Company with a toll free number. The Company will translate the 811 digits into the telephone number provided by the 811 Provider.
- D. The 811 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 811 Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the 811 Provider or others, arising out of or resulting directly from the 811 Service.
- E. The 811 Provider must develop an appropriate method of responding to 811 calls directed to it out of confusion or in error by Company subscribers.

**SECTION 3. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (continued)**

(M)

**3.2 OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER (continued)**

(M)

- F. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.
- G. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company.
- H. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
- I. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers, and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the 811 Service.
- J. The 811 Provider must respond promptly to all complaints lodged with any regulatory authority against the 811 Service. If requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company concerning the 811 Service.
- K. The 811 Provider shall not promote the 811 Service with the use of any auto dialer or broadcasting of tones that dial the 811 abbreviated dialing code.
- L. The 811 Provider must work separately with CLECs operating and serving customers in the Company's exchange(s) to ascertain whether 811 abbreviated dialing will be available to their end users.

**SECTION 3. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (continued)**

(M)

**3.3. OBLIGATIONS OF THE COMPANY**

(M)

- A. The Company will establish the 811 Service within ninety days after receipt of the 811 Provider's completed application(s) for service or the effective date of this Tariff, whichever is later.
- B. When an 811 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with the 811 Service.
- C. The Company will route 811 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling company service. Otherwise, the Company is not responsible for establishing 811 Service for calls originating from other telecommunications providers.
- D. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable the 811 Provider to respond to such calls at the 811 Provider-established call centers.
- E. The rates charged for 811 Service, if applicable, do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The 811 Provider must conduct such operational tests as, in the judgment of the 811 Provider, are required to determine whether the Company's facilities are functioning properly for its use. The 811 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly.

**3.4 LIABILITY**

(M)

- A. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect of failure in facilities occurs.

**SECTION 3. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (continued)**

(M)

**3.4 LIABILITY (continued)**

(M)

- B. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
- C. The Company's entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
- D. The Commission's local assignment and the 811 Provider's use of the 811 abbreviated dialing code are subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Provider for any damages the 811 Provider may incur that result from a national assignment of the 811 abbreviated dialing code.
- E. The Company will make every effort to route 811 calls to the appropriate 811 Provider call center. However, the Company will not be held responsible for routing mistakes or errors.

**3.5 OTHER TERMS AND CONDITIONS**

(M)

- A. The 811 Service will not provide calling number information in real time to the 811 Provider. If this type of information is required, the 811 Provider must subscribe to compatible Caller ID service as described elsewhere in this Tariff.
- B. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.
- C. A written notice will be sent to the 811 Provider following oral notification when its 811 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If, after such notification, the 811 Provider makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 811 Provider is unwilling to accept the modifications, or if the 811 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
- D. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

**SECTION 3. 811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (continued)**

(M)

**3.6 RATES & CHARGES**

(M)

- A. A Switch Translation Charge applies for each Company host central office out of which the 811 Provider orders 811 Service, as follows:
  - 1. When a Company exchange is served by more than one host central office, a Switch Translation Charge is applicable for each host central office in that exchange.
  - 2. If the 811 Provider establishes 811 Service in multiple Company exchanges serviced by the same host central office, only one Switch Translation Charge applies.
- B. A Subsequent Switch Translation Charge applies when the 811 Provider applies to change the telephone number into which the 811 abbreviated dialing code is translated. The Subsequent Switch Translation Charge is applied on a per telephone number, per host central office basis.
- C. When translating the seven or ten digit number to the 811 abbreviated dialing code, applicable Service Ordering Charges will apply.
- D. Rates:

	Nonrecurring Charge
Switch Translation Charge *	\$115.00
Subsequent Switch Translation Charge	\$115.00
Initial Service Ordering Charge	\$42.00
Subsequent Service Ordering Charge	\$26.00

\* The Switch Translation Charge is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. This charge applies for each translated number if multiple numbers are required.

**EXHIBIT B**  
**(Proposed Revised Tariff Pages)**

This Exhibit is not applicable; all of the Applicant's services are hereby detariffed.

**EXHIBIT C**  
**(Narrative Summarizing Changes)**

This Applicant, Tier 2 Communications, LLC ("Tier 2") hereby detariffs its services in accordance with the Commission's January 19, 2011 Entry in Case No. 10-1010-TP-ORD.

Tier 2 has no facilities, does not offer basic local exchange service (BLES), and has no plans to do so. Therefore, Tier 2 is detariffing all services including the PIC charges and 811 service, both of which remained in the tariff after the 2008 detariffing in the event Tier 2 began offering BLES service.

**EXHIBITS D and E**  
**(Customer Notice and Affidavit)**

These Exhibits are not applicable; no customer notice is required because no customers are affected by the detariffing herein.



*The Public Utilities Commission of Ohio*

**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**

**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**

**(Effective: 01/20/2011)**

Company Name Tier 2 Communications, LLC

Company Address P.O. Box 2038, 13888 County Road 25 A, Wapakoneta, Ohio 45895

Company Web Address www.brightclec.biz

Regulatory Contact Person Carolyn S. Flahive Phone 614-469-3294 Fax 614-469-3361

Regulatory Contact Person's Email Address Carolyn.Flahive@ThompsonHine.com

Contact Person for Annual Report Timothy N. Berelsman Phone 419-739-3151 Fax 419-739-3154

Consumer Contact Information Timothy N. Berelsman Phone 419-739-3151 Fax 419-739-3154

TRF Docket No. 90-6173-CT-TRF

**I. Company Type (Check all applicable):**

☒ Non-BLES CLEC      ☐ IXC      ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

☐ Toll services (intrastate)

☐ Local Exchange Service (i.e., residential or business bundles)

☒ Other (explain) Private line telephone services, digital network services

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

☐ Toll Presubscription

☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*

☐ N-1-1 Service

☐ Pole Attachment and Conduit Occupancy

☐ Pay Telephone Access Lines

☐ Inmate Operator Service

☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

#### Part IV. – Attestation

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

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I am an officer/agent of the carrier/telephone company, Timothy N. Berelsman, and am authorized to make statements on it behalf.

(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

/s/ Timothy N. Berelsman  
(Signature and Title)

2/26/11  
(Date)

669392.1

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

**Commission of Ohio Docketing Information System on**

**2/28/2011 2:45:23 PM**

**in**

**Case No(s). 90-9253-TP-TRF, 11-1054-TP-ATA**

Summary: Application of Tier 2 Communications, LLC to Detariff Services electronically filed by Carolyn S Flahive on behalf of Tier 2 Communications, LLC