



April 18, 2011  
Via Electronic Delivery

Ms. Renee Jenkins, Commission Secretary  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street 13<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

**RE: tw telecom of ohio llc**  
**Docket No. - 90-9011-CT-TRF**  
**Detariffing of P.U.C.O. Tariff No. 9 in Case No. 10-1010-TP-ORD**

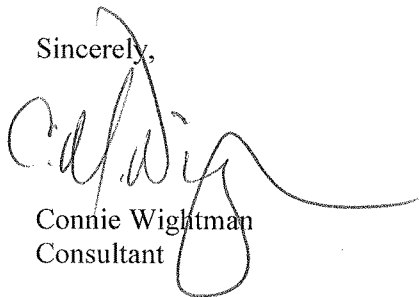
Dear Ms. Jenkins:

Attached for filing please find the Telecommunications Retail Service Offering Form for Non-BLES Carriers and the Telecommunications Application Form for Detariffing and Related Actions, per the Commission's January 19, 2011 "Implementation Order" in Case No. 10-1010-TP-ORD, filed on behalf of **tw telecom of ohio llc**. In compliance with Case No. 10-1010-TO-ORD, the Company's interexchange tariff, P.U.C.O. Tariff No. 9 has been replaced with the Company's Pricing Guide No. 4 which is available on the Company's website at: [www.twtelecom.com](http://www.twtelecom.com). A copy of the Non-Residential Customer Notice has been sent to [telecomm-Rule16@puc.state.oh.us](mailto:telecomm-Rule16@puc.state.oh.us). The following documents are included with this filing:

1. Telecommunications Retail Service Offering Form for Non-BLES Carriers
2. Application Form for Detariffing and Related Actions
3. Exhibit A - Superseded Tariff (P.U.C.O. No. 9)
4. Exhibit B
5. Exhibit C - Summary of Changes
6. Exhibit D - Customer Notice
7. Exhibit E - Customer Notice Affidavit

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3002 or via e-mail at [cwightman@tminc.com](mailto:cwightman@tminc.com).

Sincerely,



Connie Wightman  
Consultant

CW/bc

Enclosures

cc: Tammy Chatfield, tw telecom(transmittal only)  
file: tw telecom - OH - IXC  
tms: OHi1103

*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 tw telecom of ohio llc

Company Address 10475 Park Meadows Drive, Littleton, CO 80124

Company Web Address www.twtelecom.com

Regulatory Contact Person Connie Wightman Phone 407-740-8575 Fax 407-740-0613

Regulatory Contact Person's Email Address cwightman@tminc.com

Contact Person for Annual Report Pamela Sherwood Phone 317-713-8977 Fax 317-713-8937

Consumer Contact Information Pamela Sherwood Phone 317-713-8977 Fax 317-713-8937

TRF Docket No. 90-9011-TP-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) Business Customers Only - Directory Assistance, Toll Blocking, InterLATA Calling, Calling Card, Toll-Free

**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**

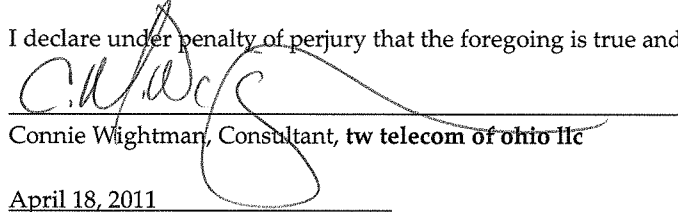
**Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.**

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I am an officer/agent of the carrier/telephone company, Connie Wightman, 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.

  
\_\_\_\_\_  
Connie Wightman, Consultant, **tw telecom of ohio llc**

April 18, 2011

(Date)

*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 tw telecom of ohio llc )  
to Detariff Services and make other changes related to the )  
Implementation of Case No. 10-1010-TP-ORD )  
)

TRF Docket No. 90-~~9011~~-CT-TRF

Case No. 11 - 2537 - **TP - ATA**

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

Name of Registrant(s) tw telecom of ohio llc

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

Address of Registrant(s) 10475 Park Meadows Drive, Littleton, CO 80124

Company Web Address www.twtelecom.com

Regulatory Contact Person(s) Connie Wightman

Phone 407-740-8575

Fax 407-740-0613

Regulatory Contact Person's Email Address cwightman@tminc.com

Contact Person for Annual Report Pamela Sherwood, tw telecom of ohio llc

Phone 317-713-8977

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

Consumer Contact Information Pamela Sherwood, tw telecom of ohio llc

Phone 317-713-8977

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 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 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 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.
<input checked="" type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input checked="" 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.**

**AFFIDAVIT**

***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, **tw telecom of ohio llc**, and am authorized to make this statement on its behalf. 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) April 18, 2011 at (Location) Maitland, Florida

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

Connie Wightman, Consultant to **tw telecom of ohio llc** (Date) April 18, 2011

- *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, Connie Wightman 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) \_\_\_\_\_

Connie Wightman, Consultant to **tw telecom of ohio llc**

(Date) April 18, 2011

*\*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***

**tw telecom of ohio llc**

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EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

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This tariff, P.U.C.O. Tariff No. 9 filed by tw telecom of ohio llc, cancels and replaces, in its entirety, the current tariff on file with the Commission, Time Warner Telecom of Ohio, L.L.C. P.U.C.O. Tariff No. 7.

Detariffed services are available at [www.twtelecom.com](http://www.twtelecom.com) and may also be viewed at the Company's headquarters: 10475 Park Meadows Drive, Suite 400, Littleton, CO 80124

TITLE PAGE  
OF  
DETARIFFED AND UNREGULATED INTERLATA TOLL  
COMMUNICATIONS SERVICES TARIFF

**tw telecom of ohio llc**

**90-9011-TP-TRF**

**CASE No. 89-591-TP-ACN**

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Issued: January 14, 2009

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4625 W. 86<sup>th</sup> Street, Suite 500  
Indianapolis, IN 42628

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 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
Title	Original	*	26	Original	*		
1	Original	*	27	Original	*		
2	Original	*					
3	Original	*					
4	Original	*					
5	Original	*					
6	Original	*					
7	Original	*					
8	Original	*					
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16	Original	*					
17	Original	*					
18	Original	*					
19	Original	*					
20	Original	*					
21	Original	*					
22	Original	*					
23	Original	*					
24	Original	*					
25	Original	*					

\* - Indicates pages included with this filing.

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### EXPLANATION OF SYMBOLS

The following symbols are used for the purposes indicated below:

C - To signify changed regulation.

D - To signify discontinued rate or regulation

I - To signify increased rate.

M - To signify text moved to another location.

N - To signify new regulation or text.

R - To signify decrease in rate.

T - To signify a change in text.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

8XX - A long distance call where the charges are incurred by the party receiving the call.

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

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

Commission - Public Utilities Commission of Ohio.

Company or Carrier - **tw telecom of ohio llc** unless otherwise clearly indicated by the context.

Company Calling Card: A telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Company to place telephone calls and to have the charges for such calls billed to the Customer's account.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with Company's tariff.

Dedicated Long Distance - The direct dial service over the Company's carrier's digital network via a DS1 connection between the Company's switch and the carrier's nearest hub.

End User - A Customer or any other person authorized by a Customer to use service provided under this tariff.

Integrated Business Line Service – Service provided to Customer that allows the grouping of rate components to meet a Customer's specific needs.

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

LEC - Local Exchange Company.

Off-Net – Service provided by the Company that is carried in part on the Company's network.

On-Net – Service provided by the Company that is carried entirely on the Company's network.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

**Station:** The term "station" denotes the network control signaling unit and any other equipment provided at the customer's premises which enables a Customer to establish communications connections and to effect communications through such connections.

**Station-to-Station:** Two Point Service is that service where the person originating the call from other than a public or semipublic coin telephone dials the telephone number desired and the call is completed without the assistance of a Company operator and the call is not billed to a number other than the originating number.

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

**Switched Services -** Services provided to Customers that utilize tw telecom switching equipment or Access Service for the origination of interLATA toll calls.

**Switchless Services -** Services provided to Customers that utilize another carrier's switching equipment or Access Service for the origination of interLATA toll calls.

**Terminating Direct:** An 8XX service whereby traffic is terminated to the customer location via a company owned or leased dedicated circuit.

**VersiPak:** Service offered by the Company that allows the grouping of rate components to meet a Customer's specific needs.

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## SECTION 2 - GENERAL REGULATIONS

### General Regulations

Please refer to the Company's Local Exchange Services Tariff. P.U.C.O. Tariff No. 10, for all applicable Rules and Regulations.

#### 2.1 Undertaking of Company

The Company is a resale common carrier providing interLATA long distance service within the State of Ohio. The service can be provided via a switched or switchless environment.

#### 2.2 Priority of Service

In case a shortage of facilities exists at any time either for temporary or protracted periods, the furnishing of Long Distance Message Toll Service will be furnished, in all cases, pursuant to any applicable federal or state prioritization requirements.

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**SECTION 2 - GENERAL REGULATIONS, (CONT'D.)****2.3 Limitations on Liability****2.3.1 Indemnification by Customer**

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: (1) all other claims arising out of any act or omission of the Customer or any person utilizing the Customer's codes, services, or facilities, with or without the consent or knowledge of the Customer; (2) all claims, demands, losses or liabilities including, but not limited to, fees and expenses of counsel arising out of any damage to business property, or injury to, or death of any person, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer.

**2.3.2 Customer-Provided Equipment**

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

**2.3.3 Use of Facilities of Other Companies**

When the facilities of other Companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.3 Limitations on Liability, (Cont'd.)

#### 2.3.4 Liability of the Company

No liability of any nature whatsoever, including but not limited to consequential damages, shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) in the absence of gross negligence or willful misconduct.

The Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or its agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.

The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by acts of God, war, fire, riots, government authorities, or other causes beyond the Company's control.

Inclusion of early termination liability by the Company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

Approval of the above tariff language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld by a court of law. Approval by the Commission merely recognizes that since it is the court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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

2.4 Use

2.4.1 Service is provided for use by the customer and may be used by others when so authorized by the customer, provided that all such usage shall be subject to the provisions of this tariff, and shall not affect the customer's responsibility for all payments required under this tariff.

2.4.2. Use of Service for Unlawful Purposes

Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law, or if the Company receives other evidence that such service is or will be used for such purposes.

2.4.3 Use of Service With Customer-Provided Equipment

Customer-provided terminal equipment and communications systems may be connected to exchange facilities of the Company subject to the regulations, rates and changes applicable to the facilities as provided for in the Company's Tariffs.

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

2.5 Customer Terminal Equipment and Channels

2.5.1 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. The Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations shall register all such terminal equipment and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.5 Customer Terminal Equipment and Channels, (Cont'd.)

#### 2.5.2 Inspections

The Company's facilities and service must be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

If harm to the Company's network, personnel or services are imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

## 2.6 Liability for Calling Card Fraud

The Customer is liable for the unauthorized use of the company's facilities, equipment, and services obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.

The Customer's liability for unauthorized use shall not exceed the lesser of \$50 or the amount of services obtained by unauthorized use prior to notification to the Company. Notwithstanding the foregoing, in situations where the Company issues 10 or more calling cards to a customer for use by its employees, the Company and the Customer may agree on the Customer's liability for unauthorized use on a case-by-case basis without regard to this subsection.

The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, written notice shall be sent to the Company's principal office as designated herein and will be effective when received, and oral notice shall be made by contacting a Company representative at the Company's listed telephone number.

The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of the Company Calling Cards assigned to the Customer. In addition, the Company may, but is not required to, block calls on a Company Calling Card personal identification number which the Company believes to be unauthorized or fraudulent.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

## 2.7 Payment Arrangements

## 2.7.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

## 2.7.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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

## 2.7 Payment Arrangements, (Cont'd.)

## 2.7.2 Billing and Collection of Charges, (Cont'd.)

- E. If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F. Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

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

Service Monitoring and Enforcement Department  
Public Utilities Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793  
Toll Free Telephone: 1-800-686-7826  
TTY Toll Free Telephone: 1-800-686-1570  
From 8:00 AM to 5:30 PM (EST) weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov).  
Residential Customers may also contact the Ohio Consumers' Counsel  
for assistance with complaints and utility issues at:  
Toll Free Telephone: 1-877-742-5622  
From 8:00 AM to 5:00 PM (EST) weekdays or at [www.pickocc.org](http://www.pickocc.org).

- G. If service is disconnected by the Company and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, restoration of service will be subject to restoration charges.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause

- A. The Company will notify, or attempt to notify, a Customer before service is refused or disconnected when any of the following conditions exist:

All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

1. A violation of or noncompliance with the Commission's then-current regulations governing services supplied by the Company;
2. A violation of or noncompliance with the Company's rules or tariffs on file with the Commission;
3. A failure of the Customer to comply with municipal ordinances or other laws pertaining to telecommunications services; or
4. A refusal by the Customer to permit Company access to its facilities or equipment.

- B. The Company will notify, or attempt to notify, the Customer before service is disconnected when the Customer has committed a fraudulent practice as set forth and defined in this tariff. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (Cont'd.)

- C. No notice is required to disconnect or refuse service in the following instances:
1. When an emergency may threaten the health or safety of a person or the network. If service is disconnected, the Company shall act promptly to assure restoration of service as soon as possible;
  2. In the event of a Customer'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
  3. In the event of tempering with any facilities or equipment furnished and owned by the Company.
- D. Service may be discontinued for payments that are past due as specified on the bill. Payment due dates will be at least fourteen days from the date of the postmark of the bill. Written notice will be sent prior to discontinued at least seven days prior to the date of discontinuation of service. Exceptions and notice requirements will comply with Commission rules and orders in effect at the time.
- E. Upon the Company's discontinuance of service to the Customer under this tariff, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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

2.7 Payment Arrangements, (Cont'd.)

2.7.3 Discontinuance of Service for Cause, (Cont'd.)

- F. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 8XX Toll Free Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 8XX Toll Free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 8XX Toll Free Service, with thirty (30) days written notice.

2.7.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.5 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.7.5 A through 2.7.5 C will be calculated and applied on a case-by-case basis.

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**SECTION 2 - GENERAL REGULATIONS, (CONT'D.)****2.7 Payment Arrangements, (Cont'd.)****2.7.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.7.7 Returned Item Charge**

A charge will be assessed for any check or other form or payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank of financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

Minimum	Maximum
\$12.50	\$50.00

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

## 2.7 Payment Arrangements, (Cont'd.)

## 2.7.8 Suspension of Service for Nonpayment

The Company may cause to have blocked, access to all toll providers for nonpayment of regulated toll charges, so long as the blocked Customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, the Company may not deny establishment of 1+ presubscribed toll service on the grounds that the Customer has failed to establish creditworthiness, if:

- (a) the Customer is able to establish creditworthiness using one of the means for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or
- (b) the Company, exercising its own discretion, does not require the Customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or
- (c) the Company attempts to require the Customer to establish creditworthiness using credit establishment procedures which do not comport with the PUCO's credit establishment policies and/or are not set forth within a PUCO approved tariff.

When a prospective Customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select the Company as its 1+ carrier of choice, the Company may, subject to its tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-14 and 4901:1-5-15, Ohio Administrative Code, [O.A.C.]), require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-14 (A)(3), O.A.C., but the Company may negotiate a lower deposit.

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

2.7 Payment Arrangements, (Cont'd.)

2.7.8 Suspension of Service for Nonpayment, (Cont'd.)

The Company may furnish credit information, acquired from the Company's own experiences with the Customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. The Company will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the Customer of all past due toll debt to the toll provider or to the Company acting on behalf of the toll provider, the Company will notify the Customer's local carrier that the block can be lifted and all 1+ dialing capabilities, including 10-XXX, will be restored.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.8 Customer Deposits and Advance Payments

#### 2.8.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished or, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

#### 2.8.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance Rule 4901:1-170-05 of the Ohio Administrative Code. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified Customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month.

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

2.8 Customer Deposits and Advance Payments

2.8.2 Deposits, (Cont'd.)

- B. A deposit may be required in addition to an advance payment.
- C. Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administrative Code Deposits held for less than 180 days will not accrue interest.

2.9 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, term or condition not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the PUCO.

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.10 Automatic Number Identification

#### 2.10.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

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

## 2.11 Service Level Standards and Credit Allowances for Service Interruption

## 2.11.1 Service Level Standards

The Company offers the following service level standards for long distance facilities:

Criterion	Definition	Standard
Dial Tone Delay	The specific time between Customer's going off-hook and the receipt of dial tone from the service telephone central office	2.0 seconds maximum
Post Dial Delay	The time from when the last digit is dialed to the moment the phone rings at the receiving location	2.0 seconds maximum
Noise	Unwanted electrical signals introduced into the telephone lines by circuit component or natural disturbances which tend to degrade the performance of the line.	17 dBmC maximum
Signal Loss	The diminishment of the signal level strength resulting in decay and quality of the call and signaling	3 dB maximum
Minimum Loop Current	Minimum level of current between the originating and terminating locations of a call required to support accurate signaling on the call.	23 mA
Grade of Service	The probability that an attempted call will receive a busy signal, expressed as a decimal fraction. This factor is applicable only to the Company's network and not to any portions of the underlying network provided by another telephone service carrier.	P.01 or better
Criterion	Definition	Standard
Change of RespOrg	The transition of management and administration of a Customer's 8XX telephone number records in the 8XX Service Management System. This standard is applicable when a Customer transfers 8XX telephone number service from one carrier to another.	10 days maximum

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## SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

### 2.11 Service Level Standards and Credit Allowances for Service Interruption, (Cont'd.)

#### 2.11.2 Calculation of Credit for Service Interruption

The Company guarantees that voice services shall have a minimum service availability of 99.99%. Availability is defined as the time the Company's network is available for processing a telephone call. The Company shall credit Customer's invoice for service interruptions of five minutes or more. Credit allowance will be calculated as a percentage of the monthly recurring charge for the affected service(s) as follows:

Length of Interruption	Credit Allowance
More than 5 minutes up to 4 hours	5%
More than 4 hours up to 8 hours	10%
More than 8 hours up to 12 hours	15%
More than 12 hours up to 16 hours	20%
More than 16 hours up to 24 hours	35%
More than 24 hours up to 96 hours	67%
Over 96 hours	100%

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 3.1 Directory Assistance

A Customer may obtain the assistance in determining telephone numbers within the customer's local calling area within the state of Ohio at the rate specified below by calling the Directory Assistance operator.

Directory Assistance, per call                      \$0.95

#### 3.2 Toll Blocking

Toll Blocking is an optional feature that permits a Customer to restrict access from its telephone lines or trunks to certain toll services. The following toll service blocking options are available at no charge to TWTC long distance business Customers.

Blocking Option	Description
O+	Restricts access to IntraLATA and InterLATA calls placed through the local operator
OO+	Restricts access to IntraLATA and InterLATA calls placed through the long distance operator
O1	Restricts access to operator assisted international calls
O+NPA+555	Restricts access to directory assistance. (Access to directory assistance will be permitted via 411 unless the Customer also requests 411 blocking.)
411	Restricts access to directory assistance. (Access to directory assistance will be permitted via O+NPA+555 unless the Customer also requests O+NPA+555 blocking.)
O11	Restricts access to all international direct dialed calls and all direct dialed calls to the following Caribbean countries: Anguilla; Bahamas; British Virgin Islands; Dominican Republic; Jamaica; Northern Marianas Islands; St. Vincent and Grenadines; Antigua/Barbuda; Barbados; Cayman Islands; Grenada; Midway/Wake Island; St. Kitts & Nevis Islands; Trinidad and Tobago; American Samoa; Bermuda; Dominica; Guam; Montserrat; St. Lucia; and Turks & Caicos. This option includes "O1" restriction for access to operator assisted international calling.

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## **tw telecom of ohio llc**

### EXHIBIT B

#### PROPOSED REVISED TARIFF PAGES

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There are no proposed revised tariff pages as the Company has already detariffed all services except for Technical Terms and Abbreviations, General Regulations, Directory Assistance and Toll Blocking which are being detariffed in this application. There will no longer be a tariff on file with the Commission.

Detariffed Services are available at [www.twtelecom.com](http://www.twtelecom.com) and may also be viewed at the Company's headquarters: 10475 Park Meadows Drive, Littleton, CO 80124

## **tw telecom of ohio llc**

### EXHIBIT C

#### SUMMARY OF CHANGES

In accordance with Case No. 10-1010-TP-ORD, the Company is requesting complete withdrawal of their P.U.C.O. Tariff No. 9. The Company has already detariffed all other services other than Technical Terms and Abbreviations, General Regulations, Directory Assistance and Toll Blocking. In this application the Company is requesting detariffing of the aforementioned services and withdrawal of P.U.C.O. Tariff No. 9 in its entirety.

## **tw telecom of ohio llc**

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### EXHIBIT D

#### CUSTOMER NOTICE

Copy of the Customer Notice of Detariffing and Related Changes



tw telecom inc.  
10475 Park Meadows Drive  
Littleton, CO 80124

4/1/11

ATTN: Telecommunications Services Manager



COLUMBUS, OH 43228

ATTN: Telecommunications Services Manager

Beginning on April 19, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by **tw telecom of ohio llc (tw telecom)** 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. **tw telecom** 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 in a Pricing Guide online at [www.twtelecom.com](http://www.twtelecom.com) or you can request a copy of this information by contacting the company at **tw telecom**, 10475 Park Meadows Drive, Littleton, CO 80124, ATTN Regulatory Department.

Since these services will no longer be on file with the Commission, the agreement reached between the customer and the company will control new services or changes in service. 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 **tw telecom** at the toll free number, 800-829-0420, option 2, or visit us at [www.twtelecom.com](http://www.twtelecom.com).

Sincerely,

**tw telecom**

**tw telecom of ohio llc**

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EXHIBIT E

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

STATE OF: COLORADO

SS:

COUNTY OF: DOUGLAS

AFFIDAVIT

I, Tammy Chatfield, am an authorized agent of the applicant corporation, **tw telecom of ohio llc**, and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected customers through individual letters via US Mail on April 1, 2011, in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Tammy Chatfield  
Tammy Chatfield  
Regulatory Compliance/Legislative Analyst  
**tw telecom of ohio llc**

Executed on 4/15/11 Douglas County, CO  
(Date) (Location)

Subscribed and sworn to before me this 15 day of April, 2011.

Helene Light Rand  
Notary Public

My commission expires:

5-1-2013



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

**Commission of Ohio Docketing Information System on**

**4/18/2011 12:33:19 PM**

**in**

**Case No(s). 11-2537-TP-ATA**

Summary: Tariff tw telecom ohio llc detariffing PUCO Tariff No. 9, interexchange tariff filing package which includes Application Form for Detariffing and Related Actions, Telecommunications Retail Service Offering Form for Non-BLES Carriers and Exhibits A through E with cover letter. electronically filed by Mrs. Barbara E. del Castillo on behalf of tw telecom of ohio llc