

April 18, 2011 Via Electronic Delivery

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

RE: Custom Network Solutions, Inc. Tariff Docket No. 90-5795-CT-TRF Detariffing of P.U.C.O. Tariff No. 1 in Case No. 10-1010-TP-ORD

Dear Ms. Jenkins:

Enclosed for filing please find the original Telecommunications Retail Service Offering Form for Non-BLES Carriers and the Telecommunications Application Form for Detariffing and Related Actions per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD filed on behalf of Custom Network Solutions, Inc. The Company is requesting complete withdrawal of its Tariff P.U.C.O No. 1.

The Company respectively requests an effective date of April 19, 2011.

Questions regarding this filing may be directed to my attention at (407) 740-3006 or via e-mail at croesel@tminc.com.

Thank you for your assistance.

Sincerely,

<u>(</u>

Carey Roesel Consultant to Custom Network Solutions, Inc.

CR/gs Enclosure

cc: Marc Rozar – Custom Network File: Custom Network – OH IXC TMS: OHi1101

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)	TRF Docket No. 90- <u>5795-CT</u>	-TRF	
Custom Network Solutions, Inc.)	Case No.11 -2531 - TP - A		
to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD)	NOTE: Unless you have reserved a fields BLANK.	Case No. leave the "Case No."	
Name of Registrant(s) <u>Custom Network Solutions, Inc.</u> DBA(s) of Registrant(s) Address of Registrant(s) <u>210 Route 4 East, Suite 102, Paramus,</u> Company Web Address <u>www.cnsny.net</u>	New Jersey	07652		
Regulatory Contact Person(s) Carey Roesel, Consultant		Phone <u>407-740-8575</u>	Fax <u>407-740-0613</u>	
Regulatory Contact Person's Email Address croesel@tminc.	.com			
Contact Person for Annual Report Marc Rozar, President			Phone <u>201-845-4555</u>	
Address (if different from above) Consumer Contact Information <u>Marc Rozar, President</u> Address (if different from above)			Phone <u>201-845-4555</u>	

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

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.

Carrier Type		CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services		
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)		\boxtimes

Part II – Exhibits

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

Included	Identified As:	Description of Required Exhibit:
\square	Exhibit A	The existing affected tariff pages.
\square	Exhibit B	The proposed revised tariff pages.
\square	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other
		information intended to assist Staff in the review of the Application.
	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to
		Customers.

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, <u>Custom Network Solutions, Inc.</u>, 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 April 18, 2011 at Maitland, Florida

*(Signature and Title)_____ Carey Roesel, Consultant to Custom Network Solutions, Inc.

(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, <u>Carey Roesel</u>, 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)

(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

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

TITLE SHEET

PUCO 1

CUSTOM NETWORK SOLUTIONS, INC.

90-5795-CT-TRF

RESALE TELECOMMUNICATIONS SERVICES

. (D)
. (D)
This tariff describes the Company's terms, conditions, services and rates applicable to the
provision of interexchange telecommunications services regulated in accordance with
Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).
Descriptions and rates for detariffed service offerings are found in the Company's Pricing

Descriptions and rates for detailffed service offerings are found in the Company's Pricing Guide, available for viewing on the Company website at <u>www.cnsny.net</u> or by contacting the Company at 210 Route 4 East, Suite 102, Paramus, NJ 07652.

Issued: April 2, 2008 Issued by:

Marc Rozar, President Custom Network Solutions, Inc. 210 Route 4 East, Suite 102 Paramus, New Jersey 07652 Effective: April 2, 2008

(N)

CHECK SHEET

Sheets of this tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets 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.

SHEET	REVISION	
1	1 st Revised	*
	2 nd Revised	*
2 3	Original	
4	Original	
4.1	Original	*
5	Original	
6	Original	
7	Original	
8	Original	
9	1 st Revised	
10	Original	
11	1 st Revised	*
12	Original	
13	Original	
14	Original	
15	1 st Revised	
15.1	Original	
16	2 nd Revised	*
17	1 st Revised	
17.1	1 st Revised	*
18	Original	
19	1 st Revised	*
20	1 st Revised	*
21	1 st Revised	*
22	1 st Revised	*
23	1 st Revised	*
24	1 st Revised	*
25	1 st Revised	*
26	1 st Revised	*
27	1 st Revised	*
28	Original	
	<u> </u>	

* - Included in this filing.

Marc Rozar, President Custom Network Solutions, Inc. 210 Route 4 East, Suite 102 Paramus, New Jersey 07652

CUSTOM NETWORK SOLUTIONS, INC. Tariff PUCO No. 1

SYMBOLS

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

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

TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- **B.** Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the PUCO. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the PUCO follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff sheet in effect.

Issued: December 31, 1997

Issued by:

Effective: January 10, 1998

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

TARIFF FORMAT (CONT'D.)

- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).(1).
- **D. Check Sheets** When a tariff filing is made with the PUCO, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the PUCO.

Issued: December 31, 1997

Issued by:

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

APPLICATION OF TARIFF

This tariff describes the Company's terms, conditions, services and rates applicable to the provision of interexchange telecommunications services regulated in accordance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD).

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide, available for viewing on the Company website at <u>www.cnsny.net</u> or by contacting the Company at 210 Route 4 East, Suite 102, Paramus, NJ 07652.

The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Ohio Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Ohio Administrative Code.

Issued: April 2, 2008 Issued by:

Marc Rozar, President Custom Network Solutions, Inc. 210 Route 4 East, Suite 102 Paramus, New Jersey 07652 Effective: April 2, 2008

(N)

Effective: January 10, 1998

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

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

CNS - Used throughout this tariff to refer to Custom Network Solutions, Inc., unless otherwise clearly indicated by the context.

Commission - Public Utilities Commission of Ohio.

Company or Carrier - Custom Network Solutions, Inc. unless otherwise clearly indicated by the context.

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 the Company's tariff.

Dedicated Access - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

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

Issued: December 31, 1997

Issued by:

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

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

LATA - Local access and 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

P.U.C.O. - Public Utilities Commission of Ohio.

Premises - A building or buildings on contiguous property.

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card - A billing mechanism which enables the Customer to access the service of the Company while away from home or office.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

Issued: December 31, 1997

Issued by:

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Custom Network Solutions, Inc. for telecommunications between points within the State of Ohio.

- **2.1.1** CNS is a resale common carrier providing intrastate communications long distance message toll telephone service to Customers for the transmission and reception of voice, data, and other types of communications.
- **2.1.2** The Company offers intrastate telecommunications service in conjunction with interstate service.
- **2.1.3** Long distance usage charges are based on the actual usage of CNS's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- **2.1.4** No charges apply to incomplete calls.

Issued: December 31, 1997

Issued by:

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

2.2 Use of Services

- **2.2.1** Services provided by CNS may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- **2.2.2** The use of services provided by CNS to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- **2.2.3** The use of services provided by CNS without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- **2.2.4** Services provided by CNS are available for use twenty-four hours per day, seven days per week.

Issued: December 31, 1997

Issued by:

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

(D)

(D)

SECTION 2. RULES AND REGULATIONS (CONT'D.)

2.2 Use of Services, Cont'd.

2.2.5 CNS does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

Issued: February 1, 2002

Issued by:

Marc Rozar, President

Custom Network Solutions, Inc.

210 Route 4 East, Suite 102

Paramus, New Jersey 07652

Effective: February 1, 2002

2.3 Liability of CNS

- **2.3.1** CNS shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption and whether negligent or otherwise and however long it shall last. In no event shall CNS's liability for any service exceed the charges applicable under this tariff to such service.
- **2.3.2** CNS shall be indemnified and saved harmless by any Subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright; and against all other claims arising out of any act or omission of a Subscriber or of any other entity in connection with the services provided by CNS.
- **2.3.3** CNS is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services provided by CNS.
- **2.3.4** CNS shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.

Issued: December 31, 1997

Issued by:

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

2.3 Liability of CNS, Cont'd.

- **2.3.5** CNS shall not be liable for and shall be indemnified and saved harmless by any Subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Subscriber, user or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Subscriber, user or other entity or any other property whether owned or controlled by the Subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by CNS which is not the direct result of CNS's negligence.
- **2.3.6** CNS shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- **2.3.7** CNS shall not be liable for any claim, loss, or refund as a result of loss or theft of Authorization Numbers issued for use with the Company's services.
- 2.3.8 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.

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to end users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's telephone numbers which are not collect, third party, calling card, or credit card calls.
- **2.4.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by CNS on the Subscriber's behalf.
- **2.4.3** If required for the provision of services provided by CNS, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to CNS.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to CNS and the Subscriber when required for CNS personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of services of CNS.

Issued: December 31, 1997

Effective: January 10, 1998

Issued by:

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

2.4 Responsibilities of the Subscriber, Cont'd.

2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with CNS facilities or services, that the signals emitted into CNS network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, CNS will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to CNS equipment, personnel, or the quality of service to other Subscribers, CNS may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, CNS may, upon written notice, terminate the Subscriber's service.

2.4.6 The Subscriber must pay CNS for replacement or repair of damage to the equipment or facilities of CNS caused by negligence or willful act of the Subscriber, users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, users, or others.

Issued: December 31, 1997

Issued by:

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

2.4 Responsibilities of the Subscriber, Cont'd.

2.4.7 The Subscriber must pay for the loss through theft of any CNS equipment installed at Subscriber's premises.

2.5 Responsibilities of the Customer

- **2.5.1** The Customer is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, a third party, or a Subscriber.
- **2.5.2** The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- **2.5.3** The Customer is responsible for establishing its identity as often as necessary during the course of a call.

Issued: December 31, 1997

Issued by:

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

2.6 Cancellation or Interruption of Services

- 2.6.1 The Company may refuse or discontinue service under the following conditions provided (N) (D) that, unless otherwise stated, the Customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency. Such notice will be provided in a mailing separate from the Customer=s regular monthly statement or bill for service.
 - **A.** For nonpayment of undisputed charges, provided that suspension or termination of service.
- **2.6.2** The Company will notify or attempt to notify through any reasonable means, before service is disconnected for any of the following conditions:
 - Violation of noncompliance with the Company=s rules or tariffs on file with the Commission.
 - Failure to comply with municipal ordinances or other laws pertaining to telecommunications services.
 - C. Commitment of a fraudulent practice as set forth and defined in the Company=s tariff on file with the Commission.

Some material previously found on this sheet now found on Sheet 15.1

Issued: February 1, 2002

Effective: February 1, 2002

Issued by:

Marc Rozar, President Custom Network Solutions, Inc.

210 Route 4 East, Suite 102

Paramus, New Jersey 07652

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(D)

(N)

(N)

(N)

SECTION 2. RULES AND REGULATIONS (CONT'D.)

2.6 Cancellation or Interruption of Services, (Cont=d.)

- 2.6.3 No notice is required prior to disconnection when:
 - A. A Customer=s use of telecommunications equipment adversely affects the company=s equipment, its service to others, or the safety of the company=s employees or Customers; or
 - **B.** A Customer tampers with facilities or equipment owned by the Company.
 - C. When the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
 - **D.** When the established expiration date of the Debit Account is reached.
- 2.6.4 Without incurring liability, CNS may interrupt the provision of services upon mutually (T) (M) agreed terms in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and CNS's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified. (M)

Issued: February 1, 2002

Effective: February 1, 2002

Issued by:

Marc Rozar, President

Custom Network Solutions, Inc.

210 Route 4 East, Suite 102

Paramus, New Jersey 07652

2.7 Validation of Credit

CNS reserves the right to validate the credit worthiness of Subscribers through available credit verification procedures. Customers may establish credit through any means provided pursuant to the Minimum Telephone Service Standards as codified in Chapter 4901:1-5 of the Ohio (T) Administrative Code. (T)

2.8 Toll Free Services

- **2.8.1** The Company will make every effort to reserve 800/888 toll free vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- **2.8.2** The Company will participate in porting 800/888 numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- **2.8.3** 800/888 numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer.
- **2.8.4** If a Customer who has received a toll free number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

2.9 Payment Arrangements

- **2.9.1** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.
- **2.9.2** All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the PUCO.
- **2.9.3** Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

Some material previously found on this sheet now found on Sheet 17.1

Issued: February 1, 2002 Issued by: Effective: February 1, 2002

Custom Network Solutions, Inc.

Marc Rozar, President

210 Route 4 East, Suite 102

Paramus, New Jersey 07652

2.9 Payment Arrangements, (Cont=d.)

2.9.4 Billing Disputes

- **A.** Any objections to billed charges must be reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- **B.** Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- C. Customers may contact the Company's at the following address:

Custom Network Solutions, Inc. 210 Route 4 East, Suite 102 Paramus, New Jersey 07652 Toll Free: (800) 809-0663.

D. If the Customer is not satisfied with the outcome of the billing dispute, the (T) 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:

> 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.

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone:1-877-742-5622From 8:00 AM to 5:00 PM (EST) weekdays or at www. pickocc.org.

Issued: April 2, 2008 Issued by:

Marc Rozar, President Custom Network Solutions, Inc. 210 Route 4 East, Suite 102 Paramus, New Jersey 07652 Effective: April 2, 2008

OHi0801

(T)

2.9 Payment Arrangements, Cont'd.

2.9.4 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code. Customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their Personal Identification Number.

2.9.5 Late Payment Charge and Cost of Collection

A one time late fee of 1.5% will be charged on any Company-billed past due balance. A bill is considered past due on the thirty-first day after the issue date of the bill. In the event that the Company incurs fees or expenses, including attorney's fees, collecting or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred.

2.9.6 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. In addition, CNS reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid.

Issued: December 31, 1997

Issued by:

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

2.10 Deposits

The Company will not require Customer deposits.

Issued: April 2, 2008 Issued by:

Marc Rozar, President Custom Network Solutions, Inc. 210 Route 4 East, Suite 102 Paramus, New Jersey 07652

(D)

(D)

SECTION 3. DESCRIPTION OF SERVICE AND RATES

Issued: April 2, 2008 Issued by:

穂

Marc Rozar, President Custom Network Solutions, Inc. 210 Route 4 East, Suite 102 Paramus, New Jersey 07652 Effective: April 2, 2008

OHi0801

(D)

(D)

SECTION 3. DESCRIPTION OF SERVICE AND RATES (CONT'D.)

Issued: April 2, 2008 Issued by:

Marc Rozar, President Custom Network Solutions, Inc. 210 Route 4 East, Suite 102 Paramus, New Jersey 07652 Effective: April 2, 2008

OHi0801

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Issued: April 2, 2008 Issued by:

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SECTION 4. PROMOTIONS

4.1 **Promotional Offerings - General**

From time to time, the Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges.

4.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

Issued: December 31, 1997

Issued by:

Marc Rozar, Executive Vice President Custom Network Solutions, Inc. 311 W. 43rd Street, Suite 1405 New York, New York 10036

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

There are no proposed revised tariff pages as the Company has already detariffed all services except for Technical Terms and Abbreviations, General Regulations, and Promotions which are being detariffed in this application.

Detariffed Services are available at <u>www.cnsny.net</u> and may also be viewed at the Company's headquarters: 210 Route 4 East, Suite 102, Paramus, New Jersey 07652.

EXHIBIT C

SUMMARY OF CHANGES

In accordance with Case No. 10-1010-TP-ORD, the Company is requesting complete withdrawal of their Tariff PUCO No. 1. The Company has already detariffed all other services other than Technical Terms and Abbreviations, General Regulations, and Promotions. In this application the Company is requesting detariffing of the aforementioned services and withdrawal of Tariff PUCO No. 1 in its entirety.

EXHIBIT D

CUSTOMER NOTICE

Copy of the Customer Notice of Detariffing and Related Changes

Beginning on 5/1/11, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by CNS 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. CNS 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.

EXHIBIT E

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

STATE OF:	NEW JERSEY	SS:
COUNTY OF:	BERGEN	SS:

AFFIDAVIT

I, Marc Rozar, am an authorized agent of the applicant corporation,

(Name)

Custom Network Solutions, Inc. , and am authorized to make this statement

(Company Name)

(type of notice) (dat

(date/timeframe)

in accordance with Rule 4904:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

the ga (Signature)

Executed on 4/15/11 PARAMUS, NEW JERSEY (Date (Location)

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 <u>Custom Network Solutions, Inc.</u>			
Company Address210 Route 4 East, Suite 102, Paramus	, New Jersey 07652		
Company Web Address <u>www.cnsny.net</u>			
Regulatory Contact Person <u>Carey Roesel</u>	_Phone <u>407-740-8575</u> Fax	407-740-0613	
Regulatory Contact Person's Email Address croesel@tminc	.com		
Contact Person for Annual Report <u>Marc Rozar</u>	_Phone_201-845-4555	Fax <u>201-845-5005</u>	
Consumer Contact Information Marc Rozar	Phone 201-845-4555	Fax <u>201-845-5005</u>	
TRF Docket No. <u>90-5795-TP-TRF</u>			
I. Company Type (Check all applicable):			
\square Non-BLES CLEC \square IXC \square Other (explain)		
II. Services offered (Check all applicable):			
☐ Toll services (intrastate)			
Local Exchange Service (i.e., residential or business bundles)			
Other (explain)			
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.

I am an officer/agent of the carrier/telephone company, Carey Roesel, 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.

(Signature and Title)

April 18, 2011 (Date) This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/18/2011 12:45:19 PM

in

Case No(s). 11-2531-TP-ATA

Summary: Tariff Detariffing of P.U.C.O. Tariff No. 1 in Case No. 10-1010-TP-ORD for Custom Network Solutions, Inc. electronically filed by Mrs. Grace D Stanley on behalf of Custom Network Solutions, Inc. and Mr. Marc Rozar