

**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 Citynet Ohio, LLC to )  
Detariff Services and make other changes related to the )  
Implementation of Case No. 10-1010-TP-ORD. )

TRF Docket No. 90-9238

Case No. **11-5146-TP-ATA**

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

Name of Registrant(s) Citynet Ohio, LLC

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

Address of Registrant(s) 779 Brooksedge Boulevard, Westerville, OH 43081

Company Web Address www.citynet.net

Regulatory Contact Person(s) Jeffrey A. Ray

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Regulatory Contact Person's Email Address jeff.ray@citynet.net

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Phone 304-848-5420

Address (if different from above) 100 Citynet Drive, Bridgeport, WV 26330

Consumer Contact Information Jeffrey A. Ray

Phone 304-848-5420

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

**Part I – Tariffs**

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

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

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

**Part II – Exhibits**

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

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" 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, Jeffery A. Ray, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) September 15, 2011 at (Location) Bridgeport, West Virginia

Jeffery A. Ray  
\*Jeffery A. Ray, General Counsel

(Date) September 15, 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, Jeffery A. Ray 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.

Jeffery A. Ray  
\*Jeffery A. Ray, General Counsel

(Date) September 15, 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***

**Superseded Tariff Pages**

Attached is a copy of the current tariff pages of Citynet Ohio, LLC's Ohio Tariff  
No. 3.

TITLE SHEET

TARIFF APPLICABLE TO  
EXCHANGE SERVICES

90-9238-TP-TRF

Services may be performed by resale of services provided by other telephone companies.

Descriptions, Regulations, Rates and Charges applicable to services furnished by Citynet Ohio, LLC ("Citynet" or "Company"), including dedicated line and message services and switched exchange services for locations served to and from points in the State of Ohio.

This tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected during normal business hours, at the Company's principal place of business, 343 N. Front Street Suite 400, Columbus, OH 43215.

Issued Pursuant to Case No. 07-147-TP-ATA

James R.J. Martin II, President  
343 North Front Street  
Columbus, OH 43215

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SEVERABILITY

In case any one or more of the provisions contained in this Tariff shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Tariff and this Tariff shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of this Tariff.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

C	To signify changed regulation.
D	To signify discontinued rate or regulation.
I	To signify increased rate.
M	To signify a move in the location of text.
N	To signify new rate or regulation.
R	To signify reduced rate.
S	To signify reissued matter.
T	To signify a change in text but no change in rate or regulation.



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APPLICATION OF TARIFF

This tariff applies to service offerings to businesses provided by Citynet Ohio, LLC. Residential service is not available.

With respect to Local Services, the Company provides service to customers in those areas served by a facilities-based carrier with which the Company has executed an interconnection agreement.

The list provided below is where Company will be offering resold service through an approved interconnection agreement with AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio dba Embarq, Verizon North and Windstream Ohio. Company is mirroring exchanges of AT&T Ohio, Cincinnati Bell, Embarq, Verizon North and Windstream Ohio in the following counties:

Adams	Fairfield	Licking	Scioto
Allen	Fayette	Lucas	Seneca
Ashtabula	Franklin	Madison	Shelby
Ashland	Fulton	Mahoning	Stark
Athens	Gallia	Marion	Summit
Belmont	Geauga	Medina	Trumbull
Brown	Greene	Meigs	Tuscarawas
Butler	Guernsey	Miami	Union
Carroll	Hamilton	Monroe	Van Wert
Champaign	Hancock	Montgomery	Vinton
Clark	Hardin	Muskingum	Warren
Clermont	Highland	Perry	Washington
Clinton	Holmes	Pike	Wayne
Columbiana	Huron	Pickaway	Williams
Coshocton	Jackson	Portage	Wood
Cuyahoga	Jefferson	Preble	Wyandot
Darke	Knox	Richland	
Delaware	Lake	Ross	
Erie	Lawrence	Sandusky	

Additional counties will be added as new interconnection agreements are reached.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 12 and 13 would be 12.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right hand corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> version Page 12 cancels the 3<sup>rd</sup> version Page 12. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There is eight 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.1.
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revision made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain 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 page is the most current on file with the Commission.

1. DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Services: The Company's intrastate telephone services offered pursuant to this tariff.

Access Service Request ("ASR"): The written request for access services executed by the Customer and the Company in the format devised by the Company. The signing of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's access service without an executed ASR, the Company will then request the Customer to submit one.

Account Codes: For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of a payment required for special construction before the start of service.

Association Customer: An organized group of individual customers with which Company reaches agreement to provide service to both the association and its members.

Authorized User: The term, authorized user, denotes a person, firm or corporation who is authorized by the customer to utilize the Company.

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Basic Local Exchange Services: Means the end user and carrier access to and usage of telephone Company-provided facilities that enable customers, over a local exchange telephone company network operated within a local service area, to originate and receive voice grade, data, or image communications and to access interexchange or other networks. Resellers and/or rebillers of basic local exchange service are local exchange carriers since they provide basic local exchange services consistent with this definition.

Bit: The smallest unit of information in the binary system of notation.

Business Line: A communication service provided by a telephone operating company which allows a subscriber of Company access to the telephone dial network.

1. DEFINITIONS (cont'd)

Central Office End: The term "Central Office End" denotes that end of a foreign exchange channel at which subscriber has a dial access to a telephone company central office.

Channel: The term "Channel" denotes a path for electrical transmission between two or more points, the path having a bandwidth and termination of subscriber's own choosing.

Closed End: The term "Closed End" refers to the termination point where the Dedicated Access Line described in Section 3.2 hereof is located.

Company: Citynet Ohio, LLC, also referred to as "Citynet".

Commission: Public Utilities Commission of Ohio also referred to as "PUCO"

Customer or Subscriber: The person, firm or corporation who orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Daytime: The term "Daytime" denotes 8:00 a.m. to, but not including, 5:00 p.m. local time at the originating terminal on Monday through Friday, excluding Company recognized national holidays.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Designation Location: The term "Designation Location" or "Location" refers to a terminal device (e.g., handset, PBX, facsimile machine, having a unique telephone number, and to which the subscriber represents to the Company that subscriber has a regular and continuing requirement for communications which are related directly to the business of the subscriber at the designated location (e.g., including but not limited to: affiliates, subsidiaries, subcontractors, suppliers, customers, and other regular business contracts).

Dial Pulse ("DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial ("DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial ("DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial station sets.

Duplex Service: Service which provides for simultaneous transmission in both directions.

1. DEFINITIONS (cont'd)

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Exchange: Means a geographical service area established by an incumbent local exchange carrier and approved by the Commission, which usually embraces a city, town, or village and a designated surrounding or adjacent area. It typically encompasses one or more central offices, together with the associated plant used in furnishing telecommunications service to the general public. There are currently 748 exchanges in the state.

Exchange Area: The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone companies hold themselves out to provide communications service.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Citynet Ohio, LLC: Citynet Ohio, LLC, the issuer of this tariff, also referred to as "Company".

Foreign Exchange Service ("FX"): The term "Foreign Exchange Service" (FX) provides subscribers with the capability of local dialing in a remote exchange via private line service.

General Access Port ("GAP"): The term "General Access Port" (GAP) denotes an entrance or exit device on a switching machine which provides a means of connection between that switching machine and a termination point of the service.

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Holidays: Company recognized national holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

1. DEFINITIONS (cont'd)

In-Only: A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

Intercity Mileage: The term "Intercity Mileage" denotes the mileage, measured as the shortest distance between any two of the carrier's network terminal offices using the Telephone Industry Standard Rate Centers ("V" & "H") associated with the said carrier's offices.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Calling Area: Unless otherwise specified, local calling area for the Company shall be the same as the local calling area established by the LEC in the area where service is being provided.

Local Exchange Carrier ("LEC"): Means any facilities-based and nonfacilities-based, ILECs and NECs which provide basic local exchange services to consumers on a common carrier basis. Such term does not include and entity insofar as such entity is engaged in the provision of a commercial mobile service under Section 47 U.S.C. 332(C., except to the extent that the FCC finds that such service should be included in the definition of such term.

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

1. DEFINITIONS (cont'd)

Non-facilities-Based Local Exchange Carrier: Any person, firm, copartnership, voluntary association, joint-stock association, company, or corporation that does not own, operate, manage, or control plant or equipment but that is in the business of reselling basic local exchange service to consumers on a common carrier basis.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Normal Work Hours: The term "Normal Work Hours" denotes the time after 8:00 a.m. and before 5:00 p.m. Monday through Friday excluding Company recognized holidays.

("NPA"): Numbering plan area or area code.

Off-Net: A means for carrying traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to Customer location. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

Other Common Carrier ("OCC"): The term "Other Common Carrier" denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications service.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Point of Presence ("POP"): Point of Presence.

Premises: The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

1. DEFINITIONS (cont'd)

Regular Billing: The term "Regular Billing" denotes a standard bill sent in the normal monthly Company billing cycle. This billing consists of one bill for each account assigned to the customer with explanatory detail showing the derivation of the charges.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Inbound Calls: Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Special Billing Arrangement: The term "Special Billing Arrangement" denotes an arrangement under which Company will at the request of a customer, provide additional billing functions such as separate breakdowns of overall total billing into sub-bills to facilitate customer's internal accounting procedures.

Subscriber End: The term "Subscriber End" denotes that end of a foreign exchange channel at which a customer is connected by a local distribution facility to Company's network terminal office.

Subscriber Terminal: The term "Subscriber Terminal" denotes the termination of the Company, DAL at the customer's premises.

Switch: The term "Switch" denotes an electronic device which is used to provide circuit sharing, routing, and control.

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

Time Charges: As an add-on service to the operator, time and charges for the call will be provided to the caller when the called party disconnects.



1. DEFINITIONS (cont'd)

Universal Termination WATS (UTW): This is a Company service offering where customers pay one rate per minute per call, regardless of the distance being called. UTW billing is not mileage sensitive but all other Dial-Up regulations apply.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorize by a Customer to use service provided under this tariff.

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2. RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company is a local facilities-based and reseller providing intraexchange telecommunications service for transmission of voice, data, facsimile, and special service on a switched and dedicated basis to businesses. Company will provide technical assistance to Customers to assist in meeting the Customer's requirements for both interexchange and local communications service.

The Company arranges for the installation, operation and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this tariff is subject to the availability of facilities the Company must obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions

- A. Business service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
  - 1) the Customer is using the service in violation of this tariff; or
  - 2) the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Terms and Conditions (cont'd)

- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed, and will include such interest as might be required by Commission rules.

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- 1) Any act or omission of: (A. the Customer, (B. any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (C. common carriers or warehousemen, except as contracted by the Company;
  - 2) Any unlawful or unauthorized use of the Company's facilities and services;
  - 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - 4) The Company's liability for any service or performance failure caused by civil commotion, strike, lockout, work stoppage or other labor difficulty; or any terrorist activity or other criminal acts; shall be governed by the Commission's rules and regulations.

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

D. (cont'd)

- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A. of this Subsection 2.1.4).
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any noncompletion of calls due to network busy conditions;
- 10) Any calls not actually attempted to be completed during any period that service is unavailable; and
- 11) Any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.4 Limitations on Liability (cont'd)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. 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 in a court of law. Approval by the Commission merely recognizes that since it is a 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.



2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.6 Provision of Equipment and Facilities (cont'd)

- D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; and
  - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- 1) where facilities other than cable pairs are not presently available, and there is no other requirement for the facilities so constructed;
- 2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the Company would normally construct;

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.8 Special Construction (cont'd)

- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available;
- 7) involving abnormal costs; and
- 8) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Ohio's regulations, policies, orders, and decisions.

2. RULES AND REGULATIONS (cont'd)

2.2 Prohibited Uses (cont'd)

- C. The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- 1) the payment of all applicable charges pursuant to this tariff;
- 2) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

2. RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.1 General (cont'd)

- 3) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 4) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- 5) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

2. RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.1 General (cont'd)

- 6) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 7) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- 8) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes; and
- 9) Company shall be indemnified and held harmless by the customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the channels, against claims for infringement of patents arising from, combining with, or using in connection with, service furnished by Company apparatus and systems of the customer in connection with the service provided by Company.

2. RULES AND REGULATIONS (cont'd)

2.3 Obligations of the Customer (cont'd)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D. Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.



2. RULES AND REGULATIONS (cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

2. RULES AND REGULATIONS (cont'd)

2.5 Advance Payments and Compliance

2.5.1 Advance Payments

The Company may require a Customer to make an advance payment for special construction before a specific service or facility is furnished. In general, the advance payment will not exceed an amount equal to the non-recurring charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

2.5.2 Compliance

All telephone companies are subject to the Commission's rules for minimum telephone service standards ("MTSS") found in Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

2.5.3 Deposits

- A. To establish or reestablish credit the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Ohio Administrative Code Chapter 4901:1-17.
- B. Any deposit requirement by the Company will be in compliance with the MTSS Rule 4901:1-5-05. Cash deposits will not exceed two hundred thirty per cent of one of the following:
  - (1) The estimated average monthly bill for the individual customer's regulated services for the ensuing twelve months.
  - (2) The customer's average monthly bill based upon the customer's service account billing history for the same recurring regulated charges for the class of service seeking to be established with the telecommunications provider.
  - (3) The telecommunications provider's tariffed statewide average monthly bill (deposit amount) for residential or small business customer service for local, long distance, or packaged service.
- C. In the case of special construction, a deposit may be required in addition to an advance payment.

2. RULES AND REGULATIONS (cont'd)

2.5 Customer Deposits and Compliance (cont'd)

2.5.3 Deposits (cont'd)

- D. Upon discontinuance of service, the Company shall promptly apply the Customer's deposit, including any accrued interest, to the final bill. The utility Company shall promptly refund to the customer any deposit, plus any accrued interest remaining.
- E. Deposits held for 180 days or longer will accrue interest in accordance with Ohio Administrative Code Rule 4901:1-17-05. Deposits held for less than 180 days will not accrue interest.

2.5.4 Application for Service

Company will require a customer to sign an application form furnished by Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment for such service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established to the sole and exclusive satisfaction of Company, may be subject to the provisions as described above. This application shall state the date on which service is to begin and the points between which service is to be provided, the type of facilities required, and any special arrangements related thereto. Company will also require a signed authorization from a customer for additions to or changes in the existing service of such customer.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements

2.6.1 Payment for Service

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

A. Taxes

The Customer is responsible for the payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the Customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.2 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. Customer bills will be rendered monthly and will comply with the requirements set forth in Ohio Administrative Code Rule 4901:1-5-07.

- A. Non-recurring 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. A Customer may agree to receive their invoice via electronic billing in lieu of paper billing.
- 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.

2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.2 Billing and Collection of Charges (cont'd)

- 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.
- E. If any portion of the payment is received by the Company 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. The Customer should notify the Company of any disputed items on an invoice as soon as possible. Customers desiring to contact the Company may write the Company or call its toll-free Customer Care Center:

Citynet Ohio, LLC  
113 Platinum Drive  
Bridgeport, WV 26330  
Customer Care Center: 1-866-CNE-TBUS

If your complaint is not resolved after you have called Citynet, or for general utility information, residential and business customer may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800-686-7826 or for TTY toll free at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. or visit [www.puco.ohio.gov](http://www.puco.ohio.gov).

- 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 all applicable installation charges.

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2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.3 Notice to Company for Cancellation of Service

Customers receiving special contract service and desiring to terminate such service shall provide the Company thirty (30) days written notice of termination.

2.6.4 Cancellation of Application for Service

When a Customer cancels 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:

Where the Company has notified a Customer or a prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

2. RULES AND REGULATIONS (cont'd)

2.6 Payment Arrangements (cont'd)

2.6.5 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.

2.6.6 Bad Check Charge

A charge will be assessed for all checks returned by 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 or other financial institution.

The current charge is \$15.00.

2.7 Allowances and Billing Adjustments for Interruptions in Service

2.7.1 General

Credit allowances will be given by the Company when service is interrupted, pursuant to the terms and conditions set forth in Ohio Administrative Code Rule 4901:1-5-08.



2. RULES AND REGULATIONS (cont'd)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- 1) All unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 3) All recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; and
- 4) Minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.
- 5) Inclusion of early termination liability by the Company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio ("PUCO") that the termination liability imposed by the Company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

2. RULES AND REGULATIONS (cont'd)

2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

2. RULES AND REGULATIONS (cont'd)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 1) To any subsidiary, parent company or affiliate of the Company;
- 2) Pursuant to any sale or transfer of substantially all the assets of the Company; or
- 3) Pursuant to any financing, merger or reorganization of the Company.

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2. RULES AND REGULATIONS (cont'd)

2.11 Notices and Communications

- A. The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C. Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2. RULES AND REGULATIONS (cont'd)

2.12 Sales Tax

Certain telecommunication services are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

2.13 Trouble Shooting at Customer's Premises

A trouble shooting charge is levied to cover the cost to Company, of a visit to the customer's premises to determine what equipment is the cause of a malfunction. This charge applies in cases where Company identifies the trouble to be caused by customer-provided equipment, and is unrelated to any malfunction of Company's service. The charge applies from the time Company personnel are dispatched until the problem is identified.

A charge also applies when the local telephone company at Company's request, makes the trouble shooting visit to customer's premises and determines that the trouble is caused by customer-provided equipment. The customer will be billed directly by the local telephone company.

The customer may also be responsible for any charges when Company, acting as the customer's agent, requests that the vendor of the customer-provided equipment make a trouble shooting visit of the customer-provided equipment.

The rates applicable shall be those identified in Price List Section 9.

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2. RULES AND REGULATIONS (cont'd)

2.14 Service Rearrangements

- A. Any customer wishing to change the type of service arrangement provided is required to give the Company at least 45 days written notice. Such changes will only be effected on the first day of a monthly billing period.
- B. When, at the customer's request, the Company changes the customer's service type or operation mode and these changes require any facility or termination rearrangements by the Company the normal installation charge(s) for that which is rearranged will apply unless a specific charge exists elsewhere in this tariff.
- C. When the local access line and/or associated equipment is moved or rearranged at the customer's request, the normal local access line installation charges will apply.
- D. When the customer requests changes, additions, or deletions to optional features, the normal installation charge for the changed optional feature will apply.

3. EXCHANGE SERVICE

This Section describes facilities-based and resale exchange services for which charges are applied.

3.1 Connection Charges

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the ordering, installing, moving, changing, rearranging for furnishing telephone services and facilities. Any one or combination of all elements of the connection charges may apply, depending upon the customer's request.

The customer may request an estimate or a firm bid before ordering installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion. See 4.3.

3.2 Service Order Charge

A service Order Charge applies per customer order, for all work or services ordered to be provided at one time, on the same premises, for the same customer.

See Section 9 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

3. EXCHANGE SERVICE (cont'd)

3.3 Restoration Charge

A Restoral Charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service, as deemed in Section 1 of this Tariff.

See Section 9 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

3.4 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.



3. EXCHANGE SERVICE (cont'd)

3.4 Moves, Adds and Changes (cont'd)

	<u>Nonrecurring</u>
Primary Service Order Charge, per order	\$35.00
Add/move lines, trunks, T-1/PRI, IAD, and Total Communications	
Change analog PBX trunks	
Convert RCF to UNE and vice versa	
Secondary Service Order Charge, per order	\$20.00
Add/change Custom Calling or Miscellaneous features	
Add/change toll blocking options, Add/change DID Services	
Change RCF terminating number, Change hunting arrangement	
Upgrade/downgrade IAD channels, Add/change voicemail	
Account Set-Up Fee, per account, per location (Applies when establishing a new account with the Company)	\$25.00
Record Order Charge, per order	\$20.00
Add or change directory listings	
Change billing name or other changes to billing account	
Invoice consolidation/deconsolidation	
Telephone Number Change Charge To change phone number	\$35.00

3.5 Premises Visit

3.5.1 Terms and Conditions

A Premises Visit Charge applies per customer order, for all work or services ordered to be provided at one time on the same premises, for the same customer. When more than one visit is required to complete the work as originally ordered, only one Premises Visit Charge applies. A Premises Visit Charge applies to each premises visited for the purpose of installation, removal, reconnection or changing of regulated facilities and to connect a line between different buildings on different premises, whether or not mileage charges are applicable to such lines. A Premises Visit Charge also applies when a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire. The Customer will be advised, before a visit to his or her premises, of the possibility of a Premises Visit charge. The Company or its agent will provide a written statement of the time and charges for any Premises Visit charge to the Customer or his designated agent before leaving the Customer's premises. The Company or its agent will request the Customer or his or his designated agent to signify his acceptance of the statement of time and charges by affixing his signature to the statement. Testing to the customer Premises will be done to determine whether a customer Premises is necessary before dispatch. See Section 9.1.4 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

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3. EXCHANGE SERVICE (cont'd)

3.6 Central Office Line Charge

A Central Office Line Charge applies to arranging (A. line(s) to provide service between the central office and the customer's premises.

See Section 9 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

3.7 Primary Interexchange Carrier Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

See Section 9 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

4. SUPPLEMENTAL SERVICES

4.1 Service and Promotional Trials

4.1.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

4.1.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is(are) provided automatically to all eligible customers, except those customer who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The waiver of any monthly recurring charges shall be limited to 90 days on a per customer basis. Promotions filed with the PUCO will be effective on the date of filing.

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4. SUPPLEMENTAL SERVICES

4.2 Directory Assistance Service

4.2.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

4.2.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code and/or general information requested from the Directory Assistance operator except as follows:

- 1) Calls from coin telephones, including COCOTS;
- 2) Requests for telephone numbers of non-published service;
- 3) Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit; or
- 4) Requests, up to a maximum of 50 requests per month, from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory.

4.2.3 Rates

See Section 9 for rates.

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5. BUSINESS NETWORK SWITCHED SERVICES

5.1 Service Descriptions and Rates

5.1.1 Local Business Line Service

A. General

Local Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at an on usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual tone Multi Frequency (DTMF).
Directionality:	Two-Way, In-Only or Out-Only, at the option of the customer

5. BUSINESS NETWORK SWITCHED SERVICES (cont'd)

5.1 Service Descriptions and Rates (cont'd)

5.1.1 Local Business Line Service (cont'd)

1. Message Rate Basic Business Line Service

a. Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 8.

b. Monthly Charges

Basic Business Line Service with Touch Tone (Single Line)	\$20.25
--	---------

Per Message Charge - In Addition to Access Line (After 73 Message Call Allowance)	\$0.06
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2. Flat Rate Local Business Line Service

a. Description

Calls to points within the local exchange area are charged a base monthly charge only. Local calling areas are as specified in Section 11.

b. Monthly Charges

Basic Business Line Service with Touch Tone (Single Line)	\$32.25
--	---------

Per Message Charge - In Addition to Access Line (After 73 Message Call Allowance)	N/A
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6. SPECIAL SERVICES AND PROGRAMS

6.1 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (9-1-1 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

6.2 Relay Service

6.2.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designed for both impaired and non-impaired customers to use.

6.2.2 Regulations

- A. Only intrastate calls can be completed using the Relay Service under the terms and conditions of this Tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Ohio. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

6. SPECIAL SERVICES AND PROGRAMS

6.2 Relay Service (cont'd)

6.2.2 Regulations (cont'd)

D. The following calls may not be placed through the Relay Service:

- 1) Calls to informational recordings and group bridging service;
- 2) Calls to time or weather recorded messages;
- 3) Station sent paid calls from coin telephones; and
- 4) Operator-handled conference service and other teleconference calls.

6.2.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of property whatsoever, whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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



7. SPECIAL ARRANGEMENTS

7.1 Special Construction

7.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

7.1.2 Basis for Cost Computation

The costs referred to in 7.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - a) Equipment and materials provided or used;
  - b) Engineering, labor and supervision;
  - c) Transportation; and
  - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- 5) License preparation, processing and related fees;
- 6) Tariff preparation, processing and related fees;
- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

7. SPECIAL ARRANGEMENTS (cont'd)

7.1 Special Construction (cont'd)

7.1.3 Termination of Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a) Equipment and materials provided or used;
    - b) Engineering, labor and supervision;
    - c) Transportation; and
    - d) Rights of way and/or any required easements.
  - 2) License preparation, processing and related fees;
  - 3) Tariff preparation, processing and related fees;
  - 4) Cost of removal and restoration, where appropriate; and
  - 5) Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D. 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.

7. SPECIAL ARRANGEMENTS (cont'd)

7.2 Non Routine Installation and/or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

7.3 Individual Case Basis (ICB) Arrangements

For special situations, subject to Commission review, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the customers.

8. LOCAL CALLING AREAS

8.1 Exchange Definition

The Company offers Local Exchange Service within the AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio dba Embarq, Verizon North, and Windstream Ohio territories and concurs in their filed exchange areas and exchange Maps. For local calling areas, Citynet mirrors the local areas of AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio dba Embarq, Verizon North, and Windstream Ohio.

9. ADDITIONAL RATES AND CHARGES

9.1 Non-recurring Charges

9.1.1 Service Order Charge

Business Installation - per line/trunk	\$ 33.00
Business Installation - per line/trunk	\$ 33.00
Business Installation - per PRI	\$1500.00
Change in IntraLATA Toll Presubscription	\$ 3.75 per line
Change in InterLATA PIC	\$ 3.75 per line
Unauthorized Business service change in IntraLATA Toll Presubscription	\$ 35.65 per line

9.1.2 Restoration Charge \$ 35.00

9.1.3 Premise Visit Charge \$ 100.00

1<sup>st</sup> Hour Minimum Labor Charge \$ 52.00

Each additional 15 minutes after 1<sup>st</sup> hour \$ 16.25

Labor for any portion of 1<sup>st</sup> hour premium\* time \$ 85.00

Labor for any portion of an additional 15 minutes premium\* time \$ 21.25

\*Applies outside of normal work hours (8 a.m. to 5 p.m. Monday through Friday) and on  
Holidays

9.1.4 Central Office Line Charge \$ 35.00

9.1.5 Primary Interexchange Carrier Change (PICC) Charge, first line \$ 5.00

Each additional line \$ 1.50

9. ADDITIONAL RATES AND CHARGES (cont'd)

9.2 Operator Assistance

Busy Line Verification	\$1.25
Busy Line Interrupt	\$2.00
Station-to-Station	
Sent Paid	\$1.25
Collect	\$1.50
Billed to Third Party	\$1.50
Person-to-Person	
Allowance Before Usage Charges Apply per line	0
Direct Dial Local DA	\$1.00
Direct Dial National DA	\$1.00

9.3 Directory Assistance

Primary and additional directory listing charges

Nonrecurring Service Charges	
Additional Listings (per listing)	\$9.80
Recurring Service Charges	
Primary Business Listing in AT&T Ohio Territory (per listing)	\$3.75
Recurring Service Charges	
Additional Business Listings in AT&T Ohio Territory (per listing)	\$3.75
Recurring Service Charges	
Primary Business Listing in CBT Territory (per listing)	\$1.00
Recurring Service Charges	
Additional Business Listing in CBT Territory (per listing)	\$5.63
Recurring Service Charges	
Primary Business Listing in Verizon Territory (per listing)	\$0.00
Recurring Service Charges	
Additional Business Listing in Verizon Territory (per listing)	\$1.00

9. ADDITIONAL RATES AND CHARGES (cont'd)

9.3 Directory Assistance (cont'd)

Recurring Service Charges	
Primary Business Listing in Embarq Territory (per listing)	\$0.00
Recurring Service Charges	
Additional Business Listing in Embarq Territory (per listing)	\$1.56
Recurring Service Charges	
Primary Business Listing in Windstream Territory (per listing)	\$0.00
Recurring Service Charges	
Additional Business Listing in Windstream Territory (per listing)	\$3.75

9.4 Non Published Telephone Number Service

	<u>Monthly Recurring</u>	<u>Non-Recurring Product/Service Charge</u>
Each Non Published Telephone Number Service	\$1.10	\$9.80

9.5 Non Listed Telephone Number Service

	<u>Monthly Recurring</u>	<u>Non-Recurring Product/Service Charge</u>
Each Non Published Telephone Number Service	\$1.10	\$9.80

9. ADDITIONAL RATES AND CHARGES (cont'd)

9.7 Telephone Surcharges/Taxes

9.7.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement: Federal Access or End User Common Line (EUCL), for Single Line Business, Multi-Line Business, Basic Rate Interface (BRI); Local Number Portability (LNP); Primary Interexchange Carrier Charge (PICC); Universal Service Fund (USF); Telecommunications Relay Service (TRS); and 911 surcharges will also be charged as applicable. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.



Revised Tariff Pages

Attached is a copy of the revised tariff pages of Citynet Ohio, LLC's Ohio Tariff  
No. 4.

TITLE SHEET

TARIFF APPLICABLE TO  
EXCHANGE SERVICES

90-9238-TP-TRF

Services may be performed by resale of services provided by other telephone companies.

Descriptions, Regulations, Rates and Charges applicable to services furnished by Citynet Ohio, LLC ("Citynet" or "Company"), including dedicated line and message services and switched exchange services for locations served to and from points in the State of Ohio.

This tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected during normal business hours, at the Company's principal place of business, 343 N. Front Street Suite 400, Columbus, OH 43215.

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4808559v1 Issued:

Effective:

Issued Pursuant to Case No. 11-5146-TP-ATA

James R.J. Martin II, President  
779 Brooksedge Boulevard,  
Westerville, OH 43081

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SEVERABILITY

In case any one or more of the provisions contained in this Tariff shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Tariff and this Tariff shall be construed as if such invalid, illegal, or unenforceable provision had never been a part of this Tariff.

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APPLICATION OF TARIFF

This tariff applies to service offerings to businesses provided by Citynet Ohio, LLC. Residential service is not available.

With respect to Local Services, the Company provides service to customers in those areas served by a facilities-based carrier with which the Company has executed an interconnection agreement.

The list provided below is where Company will be offering resold service through an approved interconnection agreement with AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio dba Embarq, Verizon North and Windstream Ohio. Company is mirroring exchanges of AT&T Ohio, Cincinnati Bell, Embarq, Verizon North and Windstream Ohio in the following counties:

Adams	Greene	Pike
Allen	Guernsey	Pickaway
Ashtabula	Hamilton	Portage
Ashland	Hancock	Preble
Athens	Hardin	Richland
Belmont	Highland	Ross
Brown	Holmes	Sandusky
Butler	Huron	Scioto
Carroll	Jackson	Seneca
Champaign	Jefferson	Shelby
Clark	Knox	Stark
Clermont	Lake	Summit
Clinton	Lawrence	Trumbull
Columbiana	Licking	Tuscarawas
Coshocton	Lucas	Union
Cuyahoga	Madison	VanWert
Darke	Mahoning	Vinton
Delaware	Marion	Warren
Erie	Medina	Washington
Fairfield	Meigs	Wayne
Fayette	Miami	Williams
Franklin	Monroe	Wood
Fulton	Montgomery	Wyandot
Gallia	Muskingum	
Geauga	Perry	

Additional counties will be added as new interconnection agreements are reached.

1. DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Basic Local Exchange Services: means residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

- (a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;
- (b) Consists of all of the following services:
  - (i) Local dial tone service;
  - (ii) For residential end users, flat-rate telephone exchange service;
  - (iii) Touch tone dialing service;
  - (iv) Access to and usage of 9-1-1 services, where such services are available;
  - (v) Access to operator services and directory assistance;
  - (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
  - (vii) Per call, caller identification blocking services;
  - (viii) Access to telecommunications relay service; and
  - (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

Business Line: A communication service provided by a telephone operating company which allows a subscriber of Company access to the telephone dial network.

Company: Citynet Ohio, LLC, also referred to as "Citynet".

Commission: Public Utilities Commission of Ohio also referred to as "PUCO"

1. DEFINITIONS (cont'd)

Local Calling Area: Unless otherwise specified, local calling area for the Company shall be the same as the local calling area established by the LEC in the area where service is being provided.

Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Non-Recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Regular Billing: The term "Regular Billing" denotes a standard bill sent in the normal monthly Company billing cycle. This billing consists of one bill for each account assigned to the customer with explanatory detail showing the derivation of the charges.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

2. RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company is a local facilities-based and reseller providing intraexchange telecommunications service for transmission of voice, data, facsimile, and special service on a switched and dedicated basis to businesses. Company will provide technical assistance to Customers to assist in meeting the Customer's requirements for both interexchange and local communications service.

The Company arranges for the installation, operation and maintenance of the service provided in this tariff for the Customer in accordance with the terms and conditions set forth in this tariff.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Terms and Conditions

- A. Business service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.



2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.2 Terms and Conditions (cont'd)

- D. Service may be terminated upon written notice to the Customer if:
- 1) the Customer is using the service in violation of this tariff; or
  - 2) the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.
- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its' Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.
- I. Customers have certain rights and responsibilities for the provisioning of basic local exchange service ("BLES") as set forth in Ohio Administrative Code Rule 4901:1-6-12. These rights and responsibilities include customer deposit, complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

2. RULES AND REGULATIONS (cont'd)

2.1 Undertaking of the Company (cont'd)

2.1.3 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.14 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- 1) where facilities other than cable pairs are not presently available, and there is no other requirement for the facilities so constructed;
- 2) of a type other than that which the Company would normally utilize in the furnishing of its services;
- 3) over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4) in a quantity greater than that which the Company would normally construct;
- 5) on an expedited basis;
- 6) on a temporary basis until permanent facilities are available;
- 7) involving abnormal costs; and
- 8) in advance of its normal construction.

3. EXCHANGE SERVICE

This Section describes facilities-based and resale exchange services for which charges are applied.

3.1 Connection Charges

3.1.1 General

The Connection Charge is a nonrecurring charge which applies to the ordering, installing, moving, changing, rearranging for furnishing telephone services and facilities. Any one or combination of all elements of the connection charges may apply, depending upon the customer's request.

The customer may request an estimate or a firm bid before ordering installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

3.1.2 Exceptions to the Charge

- A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. The Company may from time to time waive or reduce the charge as part of a promotion. See 4.3.

3.2 Service Order Charge

A service Order Charge applies per customer order, for all work or services ordered to be provided at one time, on the same premises, for the same customer.

See Section 9 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

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3. EXCHANGE SERVICE (cont'd)

3.3 Restoration Charge

A Restoral Charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of service, as deemed in Section 1 of this Tariff.

See Section 7 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

3.4 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change - including rearrangement or reclassification - of existing service at the same location.

3. EXCHANGE SERVICE (cont'd)

3.4 Moves, Adds and Changes (cont'd)

	<u>Nonrecurring</u>
Primary Service Order Charge, per order	\$35.00
Add/move lines, trunks, T-1/PRI, IAD, and Total Communications	
Change analog PBX trunks	
Convert RCF to UNE and vice versa	
Secondary Service Order Charge, per order	\$20.00
Add/change Custom Calling or Miscellaneous features	
Add/change toll blocking options, Add/change DID Services	
Change RCF terminating number, Change hunting arrangement	
Upgrade/downgrade IAD channels, Add/change voicemail	
Account Set-Up Fee, per account, per location (Applies when establishing a new account with the Company)	\$25.00
Record Order Charge, per order	\$20.00
Add or change directory listings	
Change billing name or other changes to billing account	
Invoice consolidation/deconsolidation	
Telephone Number Change Charge To change phone number	\$35.00

3.5 Premises Visit

3.5.1 Terms and Conditions

A Premises Visit Charge applies per customer order, for all work or services ordered to be provided at one time on the same premises, for the same customer. When more than one visit is required to complete the work as originally ordered, only one Premises Visit Charge applies. A Premises Visit Charge applies to each premises visited for the purpose of installation, removal, reconnection or changing of regulated facilities and to connect a line between different buildings on different premises, whether or not mileage charges are applicable to such lines. A Premise Visit Charge also applies when a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire. The Customer will be advised, before a visit to his or her premises, of the possibility of a Premise Visit charge. The Company or its agent will provide a written statement of the time and charges for any Premise visit charge to the Customer or his designated agent before leaving the Customer's premises. The Company or its agent will request the Customer or his or his designated agent to signify his acceptance of the statement of time and charges by affixing his signature to the statement. Testing to the customer Premise will be done to determine whether a customer Premise is necessary before dispatch. See Section 9.1.4 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

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3. EXCHANGE SERVICE (cont'd)

3.6 Central Office Line Charge

A Central Office Line Charge applies to arranging (A. line(s) to provide service between the central office and the customer's premises.

See Section 9 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

3.7 Primary Interexchange Carrier Change Charge

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

See Section 9 for charges. The rates and charges listed are in addition to all other applicable rates and charges for the facilities furnished.

4. BUSINESS NETWORK SWITCHED SERVICES

4.1 Service Descriptions and Rates

4.1.1 Local Business Line Service

A. General

Local Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at an on usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual tone Multi Frequency (DTMF).
Directionality:	Two-Way, In-Only or Out-Only, at the option of the customer

4. BUSINESS NETWORK SWITCHED SERVICES (cont'd)

4.1 Service Descriptions and Rates (cont'd)

4.1.1 Local Business Line Service (cont'd)

1. Message Rate Basic Business Line Service

a. Description

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 8.

b. Monthly Charges

Basic Business Line Service with Touch Tone (Single Line)	\$20.25
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Per Message Charge - In Addition to Access Line (After 73 Message Call Allowance)	\$0.06
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2. Flat Rate Local Business Line Service

a. Description

Calls to points within the local exchange area are charged a base monthly charge only. Local calling areas are as specified in Section 11.

b. Monthly Charges

Basic Business Line Service with Touch Tone (Single Line)	\$32.25
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Per Message Charge - In Addition to Access Line (After 73 Message Call Allowance)	N/A
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5. SPECIAL ARRANGEMENTS

5.1 Special Construction

5.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

5.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - a) Equipment and materials provided or used;
  - b) Engineering, labor and supervision;
  - c) Transportation; and
  - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- 5) License preparation, processing and related fees;
- 6) Tariff preparation, processing and related fees;
- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

5. SPECIAL ARRANGEMENTS (cont'd)

5.1 Special Construction (cont'd)

5.1.3 Termination of Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a) Equipment and materials provided or used;
    - b) Engineering, labor and supervision;
    - c) Transportation; and
    - d) Rights of way and/or any required easements.
  - 2) License preparation, processing and related fees;
  - 3) Tariff preparation, processing and related fees;
  - 4) Cost of removal and restoration, where appropriate; and
  - 5) Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 5.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 5.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- D. 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.

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5. SPECIAL ARRANGEMENTS (cont'd)

5.2 Non Routine Installation and/or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

6. LOCAL CALLING AREAS

6.1 Exchange Definition

The Company offers Local Exchange Service within the AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio dba Embarq, Verizon North, and Windstream Ohio territories and concurs in their filed exchange areas and exchange Maps. For local calling areas, Citynet mirrors the local areas of AT&T Ohio, Cincinnati Bell Telephone Company, United Telephone Company of Ohio dba Embarq, Verizon North, and Windstream Ohio.

6.2 Local Calling Area

Each customer shall have the local calling area of the normal exchange in which the customer is located.

7. ADDITIONAL RATES AND CHARGES

7.1 Non-recurring Charges

7.1.2 Restoration Charge \$35.00

7.1.3 Premise Visit Charge \$100.00

1<sup>st</sup> Hour Minimum Labor Charge \$52.00

Each additional 15 minutes after 1<sup>st</sup> hour \$16.25

Labor for any portion of 1<sup>st</sup> hour premium\* time \$85.00

Labor for any portion of an additional 15 minutes premium\* time \$21.25

\*Applies outside of normal work hours (8 a.m. to 5 p.m. Monday through Friday) and on Holidays

7.1.4 Central Office Line Charge \$35.00

7.1.5 Primary Interexchange Carrier Change (PICC) Charge, first line \$5.00

Each additional line \$1.50

7.2 Telephone Surcharges/Taxes

7.2.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement: Federal Access or End User Common Line (EUCL), for Single Line Business, Multi-Line Business, Basic Rate Interface (BRI); Local Number Portability (LNP); Primary Interexchange Carrier Charge (PICC); Universal Service Fund (USF); Telecommunications Relay Service (TRS); and 911 surcharges will also be charged as applicable. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

**Narrative of Tariff Change**

Citynet Ohio, LLC's Ohio Tariff No. 3 is being withdrawn in its entirety. The detariffed services have been removed from Citynet's Ohio Tariff No. 4 tariff.

Customer Notice

[Date]:

Beginning on [DATE], the prices, service descriptions, and the terms and conditions for services other than a primary line provided by Citynet Ohio, LLC 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. Citynet Ohio, LLC 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.

Since these services will no longer be on file with the Commission, this means that 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 Citynet Ohio, LLC at the toll free number, 800-881-2638, or visit us at [www.citynet.net](http://www.citynet.net).

Sincerely,  
Citynet Ohio, LLC

Customer Notice Affidavit

AFFIDAVIT

I, Jeffery A. Ray, am an authorized agent of the applicant corporation, Citynet Ohio, LLC, and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit will be sent to affected customers through a notice included in Citynet's next billing cycle which will occur throughout the next 45 days based on each customer's particular billing date, in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Signature

Jeffery A. Ray  
(Date) 9/15/2011



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

**Commission of Ohio Docketing Information System on**

**9/15/2011 4:27:26 PM**

**in**

**Case No(s). 11-5146-TP-ATA**

Summary: Application of the Application of Citynet Ohio, LLC to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD electronically filed by Teresa Orahod on behalf of Citynet Ohio, LLC