

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 9-2-2015)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of PNG Telecommunications Inc. d/b/a PowerNet Global Communications to Modify its Carrier-to-Carrier Services Tariff to Correct Clerical Errors )

TRF Docket No. 90-5452-TP-TRF

Case No. 16 - 0352 - **TP - ATA**

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

Name of Registrant(s): **PNG Telecommunications Inc.**

DBA(s) of Registrant(s): **PowerNet Global Communications**

Address of Registrant(s): **8805 Governors Hill Drive, Ste. 250 Cincinnati, OH 45249**

Company Web Address: **http://www.powernetglobal.com**

Regulatory Contact Person(s): **Jules Coffman, Regulatory Specialist**

Phone: (513) 942-7900 Fax: (513) 645-4960

Regulatory Contact Person's Email Address: **jcoffman@powernetco.com**

Contact Person for Annual Report: **Jules Coffman, Regulatory Specialist**

Phone: (513) 942-7900

Address (if different from above): **SAME**

Consumer Contact Information: **Jules Coffman, Regulatory Specialist**

Phone: (513) 942-7900

Address (if different from above): **SAME**

Motion for protective order included with filing?  Yes  No

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

**Notes:**

Section I and II are Pursuant to Chapter [4901:1-6](#) OAC.

Section III – Carrier to Carrier is Pursuant to [4901:1-7](#) OAC, and Wireless is Pursuant to [4901:1-6-24](#) OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

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

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

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.**

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

**Section I – Part I - Common Filings**

<b>Carrier Type</b> <input type="checkbox"/> <b>Other</b> (explain below)	<input type="checkbox"/> <b>For Profit ILEC</b>	<input type="checkbox"/> <b>Not For Profit ILEC</b>	<input type="checkbox"/> <b>CLEC</b>
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <a href="#">1-6-14(F)</a> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <a href="#">1-6-14(F)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(F)(4)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(G)</a> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <a href="#">1-6-14(C)(1)(c)</a> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <a href="#">1-6-08(G)</a> (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA <a href="#">1-6-25(B)</a> (0 day Notice)
<b>Other*</b> (explain) _____			

**Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)**

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b>				

**Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)**

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)**

<b>Certification</b>	<b>ILEC (Out of Territory)</b>	<b>CLEC</b>	<b>Telecommunications Service Provider Not Offering Local</b>	<b>CESTC</b>	<b>CETC</b>
* See Supplemental form	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30- day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> * (Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

**Section II – Part II – Certificate Status & Procedural**

<b>Certificate Status</b>	<b>ILEC</b>	<b>CLEC</b>	<b>Telecommunications Service Provider Not Offering Local</b>
Abandon all Services		<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

**Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))**

<b>Carrier to Carrier</b>	<b>ILEC</b>	<b>CLEC</b>
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)	<input checked="" type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	<input type="checkbox"/> UNC <a href="#">1-7-23(B)</a> (Non-Auto)	
<b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

**Section IV. – Attestation**

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

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**AFFIDAVIT**  
***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, ***PNG Telecommunications Inc. d/b/a PowerNet Global Communications***, and am authorized to make this statement on its behalf.

***Jules Coffman, Regulatory Specialist***  
(Name)

Please Check ALL that apply:

- 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) ***February 17, 2016*** at (Location) ***Cincinnati, Ohio***

\* /s/Jules Coffman, Regulatory Specialist (Date) ***02/17/2016***

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

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**VERIFICATION**

I, ***Jules Coffman, Regulatory Specialist***, verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) /s/Jules Coffman, Regulatory Specialist (Date) ***February 17, 2016***

*\*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.*

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***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio**  
**Attention: Docketing Division**  
**180 East Broad Street, Columbus, OH 43215-3793**  
**Or**  
***Make such filing electronically as directed in Case No 06-900-AU-WVR***

# **EXHIBIT A**

**CHECK PAGE**

Pages of this Tariff indicated below are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>Page No.</b>	<b>Page Version</b>	<b>Page No.</b>	<b>Page Version</b>	<b>Page No.</b>	<b>Page Version</b>
1	Original	31	Original	61	Original
2	Second Revised*	32	Original	62	Original
3	Original	33	Original		
4	Original	34	Original		
5	Original	35	Original		
6	First Revised*	36	Original		
7	Original	37	Original		
8	Original	38	Original		
9	Original	39	Original		
10	Original	40	Original		
11	First Revised*	41	Original		
12	Original	42	Original		
13	Original	43	Original		
14	Original	44	Original		
15	Original	45	Original		
16	Original	46	Original		
17	Original	47	Original		
18	Original	48	Original		
19	Original	49	Original		
20	Original	50	Original		
21	First Revised*	51	Original		
22	Original	52	Original		
23	First Revised*	53	Original		
23.1	Original*	54	Original		
24	Original	55	Original		
25	Original	56	Original		
26	Original	57	First Revised		
27	Original	58	Original		
28	Original	59	Original		
29	Original	60	First Revised*		
30	Original				

\*Denotes Revised Tariff Sheet

**TABLE OF CONTENTS**

Check Page..... 2

Concurring, Connecting and Participating Carriers..... 3

Explanations of Symbols ..... 4

Table of Contents ..... 5

Section 1 Definitions of Abbreviations..... 6

Section 2 Rules and Regulations..... 12

Section 3 Switched Access Service ..... 43

Section 4 Dedicated Access Service ..... 62

Section 5 Miscellaneous Services and Charges ..... 63

Section 6 Special Contracts, Arrangements and Construction ..... 68

**SECTION 1 – DEFINITIONS OF ABBREVIATIONS, Continued**

**Central Office** - The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

**Channel** - A communications path between two or more points.

**CIC** - An inter-exchange carrier identification code.

**Commission** - Refers to the Public Utilities Commission of Ohio, unless otherwise indicated.

**Company, Carrier or PNG** - Used throughout this Tariff to indicate PNG Telecommunications, Inc. d/b/a PowerNet Global Communications.

**Constructive Order** - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer, CPE - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

**Customer** - The person, firm, corporation, governmental entity, or other entity which subscribes to or uses, and therefore responsible for the payment of charges and compliance with Company's regulations. The services offered under this tariff include, but are not limited to, Interexchange Carriers (IXCs), other carriers, or providers that originate and/or terminate Toll VoIP-PSTN Traffic. (T)

**Customer Premises** - The premises specified by the Customer for termination of access services. Typically an Interexchange Carriers Point of Presence.

**Dedicated Access** - Where originating or terminating access between an end user and an interexchange carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence or designate without utilizing the services of the local switched network.

**DSO** - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

**DS1** - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS 1 Service has the equivalent capacity of 24 Voice Grade or DSO services.

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.5. APPLICATION FOR SERVICE**

Customers may be required to enter into written or oral 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.

**2.6. OWNERSHIP OF FACILITIES**

**2.6.1.** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

**2.6.2.** Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear expected.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.9. OBLIGATIONS OF THE CUSTOMER, Continued**

**2.9.2. Continued**

D. Jurisdictional Audits, Continued

4. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.

5. audit results to the person designated by the customer to receive such results.

E. Identification and Rating of Toll VoIP-PSTN Traffic (N)

1. VoIP-PSTN Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. The transitional Intercarrier Compensation framework for VoIP-PSTN Traffic adopted by the Federal Communications Commission in its Report and Order and Notice of Proposed Rulemaking, WC Docket Nos. 10-90 et al., FCC No. 11-161 (Released Nov. 18, 2011) (“FCC Order”) directed that this intrastate VoIP-PSTN Traffic be billed employing interstate rates.

2. The aggregate Switched Access rates in this tariff are the same as the aggregate Interstate rates for Switched Access. Therefore, no percentage or VoIP factor is necessary to identify and rate Toll Intrastate VoIP traffic, nor are modifications to the rates and/or billing necessary as a result of the Toll VoIP-PSTN provisions of the FCC Order.

F. All of the Company’s traffic in Ohio is VoIP. (N)

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. BILLING AND PAYMENT FOR SERVICE, Continued**

**2.10.3. Payment for Service**

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any nonrecurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Except for fraud, charges may be assessed for unbilled traffic up to 24 months in arrears. Charges for fraud may be billed in excess of 24 months in arrears.
- E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion 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 under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. 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 30 days.
- G. Amounts not paid within 30 days after the mailing date of invoice will be considered past due.

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.17. INTERCONNECTION**

- 2.17.1.** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.17.2.** Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3.** The Customer shall ensure that the facilities or equipment provided by another carriers are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.
- 2.17.4.** If harm to the Company's network, personnel or services is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.22. MIXED INTERSTATE AND INTRASTATE SWITCHED ACCESS SERVICES**

**2.22.1.** When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.2 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the PYU times actual use (measured or Company assumed average use) times the interstate rate.

**2.22.2.** A similar calculation is then performed to determine the intrastate portion of the bill.

### SECTION 3 - SWITCHED ACCESS SERVICE

#### 3.1. GENERAL

- 3.1.1. Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided.
- 3.1.2. When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- 3.1.3. In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

## **SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION**

### **6.1. SPECIAL CONTRACT ARRANGEMENTS**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

### **6.2. SPECIAL SERVICE ARRANGEMENTS**

**6.2.1.** If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs.

**6.2.2.** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

**6.2.3.** If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

### **6.3. NON-ROUTINE INSTALLATION CHARGES**

At the Customer's request, installation and/or maintenance maybe 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 or night hours, additional charges may apply.

# **EXHIBIT B**

**CHECK PAGE**

Pages of this Tariff indicated below are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>Page No.</b>	<b>Page Version</b>	<b>Page No.</b>	<b>Page Version</b>	<b>Page No.</b>	<b>Page Version</b>
1	Original	28	Original	56	Original
2	Third Revised*	29	Original	57	First Revised
3	Original	30	Original	58	Original
4	First Revised*	31	Original	59	Original
5	Original	32	Original	60	First Revised
6	Second Revised*	33	Original	61	First Revised*
7	Original	34	Original	62	Original
8	Original	35	First Revised*		
9	Original	36	Original		
10	Original	37	Original		
11	First Revised	38	Original		
12	Original	39	Original		
13	Original	40	Original		
14	Original	41	Original		
15	First Revised*	42	First Revised*		
16	Original	43	Original		
17	Original	44	First Revised*		
18	Original	45	Original		
19	Original	46	Original		
20	Original	47	Original		
21	First Revised	48	Original		
22	Original	49	Original		
23	Second Revised*	50	Original		
23.1	Original	51	Original		
24	First Revised*	52	Original		
25	Original	53	Original		
26	Original	54	Original		
27	Original	55	Original		

\*Denoted Revised Tariff Sheet(s) Issued and Effective February 17, 2016

**TABLE OF CONTENTS**

Check Page.....2

Explanation of Symbols.....3 (T)

Table of Contents.....4 (T)

Section 1 Definitions of Abbreviations.....5 (T)

Section 2 Rules and Regulations..... 12

Section 3 Switched Access Service ..... 44

Section 4 Dedicated Access Service ..... 59

Section 5 Miscellaneous Services and Charges ..... 60

Section 6 Special Contracts, Arrangements and Construction ..... 61

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**SECTION 1 – DEFINITIONS OF ABBREVIATIONS, Continued**

**Central Office** – The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

**Channel** – A communications path between two or more points.

**CIC** – An inter-exchange carrier identification code.

**Commission** – Refers to the Public Utilities Commission of Ohio, unless otherwise indicated.

**Company, Carrier or PNG** – Used throughout this tariff to indicate PNG Telecommunications Inc. d/b/a PowerNet Global Communications.

**Constructive Order** – Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

**CPE** – Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services. (M)

**Customer** – The person, firm, corporation, governmental entity, or other entity which subscribes to or uses the services offered under this tariff and is, therefore, responsible for the payment of charges and compliance with Company's regulations. The services offered under this tariff include, but are not limited to, Interexchange Carriers (IXCs), other carriers, or providers that originate and/or terminate Toll VoIP-PSTN Traffic. (T)

**Customer Premises** – The premises specified by the Customer for termination of access services – typically, an Interexchange Carrier's Point of Presence.

**Dedicated Access** – Where originating or terminating access between an end user and an interexchange carrier are provided via dedicated facilities, circuits or channels. A method of reaching the Customer's communication and switching systems whereby the End User is connected directly to the Customer's Point of Presence or designate without utilizing the services of the local switched network.

**DS0** – Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

**DS1** – Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DSO services.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.5 APPLICATION FOR SERVICE**

Customers may be required to enter into written or oral 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. (T)  
Customers will also be required to execute any other documents as may be reasonably requested by the Company.

**2.6. OWNERSHIP OF FACILITIES**

**2.6.1.** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code.

**2.6.2.** Title to all facilities utilized by the Company to provide service under the provisions of this tariff shall remain with the Company, its partners, agents, contractors or suppliers. Such facilities shall be returned to the Company, its partners, agents, contractors or suppliers by the Customer, whenever requested, within a reasonable period following the request in original condition, reasonable wear and tear excepted. (T)

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## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.9. OBLIGATIONS OF THE CUSTOMER, Continued

#### 2.9.2. Continued

##### D. Jurisdictional Audits, Continued

4. Should an audit reveal that the misreported percentage(s) of use has resulted in an underpayment of access charges to the Company of five percent or more of the total Switched Access Services bill, the customer shall reimburse the Company for the cost of the audit. Proof of cost shall be the bills, in reasonable detail submitted to the Company by the auditor.
5. Upon reasonable request of the customer, the Company shall supply a copy of audit results to the person designated by the customer to receive such results. (N)

##### E. Identification and Rating of Toll VoIP-PSTN Traffic

1. VoIP-PSTN Traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. The transitional Intercarrier Compensation framework for VoIP-PSTN Traffic adopted by the Federal Communications Commission in its Report and Order and Notice of Proposed Rulemaking, WC Docket Nos. 10-90 et al., FCC No. 11-161 (Released Nov. 18, 2011) (“FCC Order”) directed that this intrastate VoIP-PSTN Traffic be billed employing interstate rates.
2. The aggregate Switched Access rates in this tariff are the same as the aggregate Interstate rates for Switched Access. Therefore, no percentage or VoIP factor is necessary to identify and rate Toll Intrastate VoIP traffic, nor are modifications to the rates and/or billing necessary as a result of the Toll VoIP-PSTN provisions of the FCC Order.

##### F. All of the Company’s traffic in Ohio is VoIP.

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## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.10. BILLING AND PAYMENT FOR SERVICE, Continued

#### 2.10.3. Payment for Service

- A. All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the Company and subject to the rules of regulatory bodies having jurisdiction. (N)
- B. Non-recurring charges for installations, service connections, moves or rearrangements are due and payable upon receipt of the Company's invoice by the Customer. At the Company's discretion, payment of all or a portion of any nonrecurring charges may be required prior to commencement of facility or equipment installation or construction required to provide the services requested by the Customer.
- C. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided.
- D. When billing is based upon Customer usage, usage charges will be billed monthly in arrears for service provided in the preceding billing period. Except for fraud, charges may be assessed for unbilled traffic up to 24 months in arrears. Charges for fraud may be billed in excess of 24 months in arrears.
- E. Customer billing will begin on the service commencement date, which is the day the Company determines in its reasonable sole discretion 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 under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. 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 30 days.
- G. Amounts not paid within 30 days after the mailing date of invoice will be considered past due.

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## SECTION 2 – RULES AND REGULATIONS, Continued

### 2.17. INTERCONNECTION

- 2.17.1.** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense. (T)
- 2.17.2.** Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.17.3.** The Customer shall ensure that the facilities or equipment provided by other carriers are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer. (T)
- 2.17.4.** If harm to the Company's network, personnel or service is imminent due to interconnection with another carrier's services, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

**SECTION 2 – RULES AND REGULATIONS, Continued**

**2.22. MIXED INTERSTATE AND INTRASTATE SWITCHED ACCESS SERVICES**

**2.22.1.** When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.2 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- A. For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- B. For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate. (T)

**2.22.2.** A similar calculation is then performed to determine the intrastate portion of the bill.

### SECTION 3 – SWITCHED ACCESS SERVICE

#### 3.1. GENERAL

- 3.1.1. Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plan of the Company. Switched Access Service provides for the ability to originate calls from an End User's Premises to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises in the LATA where it is provided. (T)
- 3.1.2. When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places). (T)
- 3.1.3. In the absence of an ASR as described in Section 3.4, delivery of calls to, or acceptance of calls from, the Customer's End User location(s) via Company-provided switched access services shall constitute a Constructive Order and an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

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## SECTION 6 – SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION

### 6.1. SPECIAL CONTRACT ARRANGEMENTS

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

### 6.2. SPECIAL SERVICE ARRANGEMENTS

6.2.1. If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB," the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any other services furnished under the Company's tariffs. (T)

6.2.2. Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

6.2.3. If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

### 6.3. NON-ROUTINE INSTALLATION CHARGES

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 or night hours, additional charges may apply. (T)

# **EXHIBIT C**

## **EXHIBIT C**

### **Description of Changes**

The applicant, PNG Telecommunications Inc. d/b/a PowerNet Global Communications (“PNG” or the “Applicant”), hereby modifies its intrastate access service tariff for the sole purpose of correcting clerical errors recently discovered in the unrevised pages. The corrective modifications provided for herein will have no impact on the public interest. Said modifications will have no impact on PNG’s customers or the services they receive, and no changes to rates, terms or conditions will occur. Likewise, no change in personnel, policy or operations of PNG will take place with these modifications. Because the corrective modifications will not result in any significant changes in PNG’s operations, said modifications will be “transparent” to, and will have no impact upon, PNG’s customers. Accordingly, no customer notice is warranted.

### **Contact**

Questions regarding this application and all corresponding modifications may be directed to outside counsel for the Applicant:

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**Case No(s). 16-0352-TP-ATA**

Summary: Application of PNG Telecommunications Inc. d/b/a PowerNet Global Communications to Modify its Carrier-to-Carrier Services Tariff to Correct Clerical Errors electronically filed by Mr. DAVID A FERRIS on behalf of PNG Telecommunications, Inc. dba PowerNet Global Communications