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via Facsimile and Federal Express

March 20, 2003

Ms. Daisy Crockron  
Executive Secretary  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43266-0573

Re: First Call Communications, Inc.  
Case No. 03-223-TP-ACE

Dear Ms. Crockron:

In accordance with the request of staff member, Jason Well, and in further support of the *Application of First Call Communications, Inc. to Provide Resold and Facilities-Based Local Exchange Service and Interexchange Service* we provide original and seven (7) copies of the following:

Attachment 1 - PUCO Tariff No. 1 - Revisions  
Revised tariff pages 18, 19, 23, 24, 26, and 27

Attachment 2 - PUCO Tariff No. 2 - Revisions  
Revised tariff pages 16, 19, and 25-34

Also enclosed is an exact duplicate of this filing. Please date-stamp the duplicate and return same to me in the enclosed postage pre-paid envelope.

Should you have any questions concerning this matter, please contact me.

Very truly yours,

EARLY, LENNON, CROCKER &amp; BARTOSIEWICZ, P.L.C.

Patrick D. Crocker  
PDC/pas

cc: Jason Well (via E-mail)

This is to certify that the images appearing are a  
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**Attachment 1**

**PUCO Tariff No. 1 - Revisions**

2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff in compliance with the Minimum Telephone Service Standards (MTSS) and Commission Orders.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after seven days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
  - 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.7. Reserved for future use.

Issued: February 18, 2003  
Case No. 03-233-TP-ACE

Effective: March 24, 2003

Issued by: Bill Stathakaros, President  
First Call Communications, Inc.  
4450 Belden Village St. NW  
Suite 602  
Canton, OH 44718

2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.

2.1.9. Reserved for future use.

2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice will be given in writing to the persons whose names and business addresses appear on the executed Service Order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

2.2. Other Terms and Conditions

2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.

2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.

2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

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2.4. Cancellation of Service by a Customer

2.4.1. 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: where the Company has notified a customer or 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 or 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.

2.5. Cancellation for Cause by the Company

2.5.1. The Company will comply with Rule 4901:1-5-17, Ohio Administration Code, in denying or disconnecting service.

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2.6. Credit Allowance

- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

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- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.8. Payment Arrangements
- 2.8.1. Company bills and billing practices will comply with 4901:1-5-15.
- 2.8.2. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. 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.
- 2.8.3. The Company's bills are due fourteen (14) days from the date of the postmark on the bill. Amounts not paid by the due date will be considered past due.

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Case No.

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Canton, OH 44718

- 2.8.4. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

First Call Communications, Inc.  
4450 Belden Village St. NW, Suite 602  
Canton, OH 44718

Telephone: (330) 649-9265  
Facsimile: (330) 649-9275  
Toll Free: (800) 961-4245

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

Telephone: (800) 686-7826 (voice)  
(800) 686-1570 (TDD)  
Facsimile: (614) 752-8351

- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

- 2.8.6. Company will not require deposits or advance payments by Customers for Services.

2.9. Assignment

- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.10. Tax and Fee Adjustments

- 2.10.1. The customer is responsible for the payment of all state, local and E911 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 procedure by sending notice to all customers informing them of the new line item charges.

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Case No.

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**Attachment 2**

**PUCO Tariff No. 2 – Revisions**

FIRST CALL COMMUNICATIONS, INC.  
Local Exchange Services  
P.U.C.O. NO. 2

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties. Rule 4901:5-16 crediting provisions will apply in accordance with the Minimum Telephone Service Standards and relevant Commission Orders. The Company may apply for a waiver in accordance with Rule 4901:5-16(C).

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Issued under authority of the Public Utilities Commission of Ohio,

Dated \_\_\_\_\_, in Case No. \_\_\_\_\_ -TP-ACE

Bill Stathakaros, President  
First Call Communications, Inc.  
4450 Belden Village Street NW, Suite 602  
Canton, OH 44718

FIRST CALL COMMUNICATIONS, INC.  
Local Exchange Services  
P.U.C.O. NO. 2

2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 The Company shall install new service in accordance with Ohio Administrative Code, Rule 4901:1-5-16 and 4901:1-5-20.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.1.6.4 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. *Beyond this responsibility, the Company shall not be responsible for:*
  - (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer provided equipment; or
  - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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FIRST CALL COMMUNICATIONS, INC.  
Local Exchange Services  
P.U.C.O. NO. 2

2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users

2.5.1.1 Taxes: The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by a governing body or bodies in conjunction with or as a result of the services furnished under this tariff. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government approved sales taxes, without first seeking Commission approval under the appropriate procedures required by the Commission's Local Service Guidelines, Case No. 95-845-TP-COI.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer. Subscriber bills will contain all of the information required by 4901:1-5-15.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If not paid by the due date, it then becomes past due. For residential service the Company shall offer the option of deferred payment arrangements, with the option to spread installation charges over a period of three months.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new customers or existing customers whose service is disconnected, 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.

2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed a fee of \$20.00, except as may be waived under appropriate circumstances.

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FIRST CALL COMMUNICATIONS, INC.  
Local Exchange Services  
P.U.C.O. NO. 2

2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

First Call Communications, Inc.	Telephone: (330) 649-9265
4450 Belden Village St. NW, Suite 602	Facsimile: (330) 649-9275
Canton, OH 44718	Toll Free: (800) 961-4245

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the PUCO in accordance with the Commission's rules of procedure:

Public Utilities Commission of Ohio	Telephone: (800) 686-7826 (voice)
180 East Broad Street	(800) 686-1570 (TDD)
Columbus, OH 43215-3793	Facsimile: (614) 752-8351

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. All deposits will be handled in accordance with the provisions of the Rule 4901: 1-17 of the Ohio Administrative Code and Rule 4901:1-5-13 and 14 of the PUCO's Minimum Telephone Service Standards. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

(a) two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

2.5.5.2 Reserved for future use.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

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FIRST CALL COMMUNICATIONS, INC.  
Local Exchange Services  
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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5.4 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive month of payment.

2.5.6 Discontinuance of Service

2.5.6.1 Disconnection of local and toll service will be in accordance with Rule 4901:1-5-17.

2.5.6.2 Disconnection for nonpayment of local service will be in accordance with Rule 4901:1-5-17(A).

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Local Exchange Services  
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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

2.5.6.3 Disconnection for Nonpayment of Toll Service will be in accordance with Rule 4901:1-5-17(B).

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Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

- 2.5.6.4 Disconnection for Reasons other than Nonpayment with notice will be in accordance with Rules 4901:1-5-17(D) and (E).

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FIRST CALL COMMUNICATIONS, INC.  
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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

2.5.6.4 Disconnection for Reasons other than Nonpayment without notice will be in accordance with Rule 4901:1-5-17(G).

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2. Regulation (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service (Cont'd)

2.5.6.5 Reserved for future use

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2. Regulation (Cont'd)

2.6 Allowances for Interruptions of Service

2.6.1 Credit for Interruptions: At a minimum, credit allowances will be calculated consistent with MTSS Rule, 4901:1-5-16.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) service interruption caused as a result of negligent or willful act on the part of the subscriber;
- (b) interruptions due to the failure or malfunction of subscriber owned telephone equipment;
- (c) interruptions of service as a result of acts of God in compliance with Rule 4901:5-16(C), *military action, wars, insurrection, riots, or strikes; or*
- (d) is extended by the company's inability to gain access to the Customer's premises due to the Customer missing a repair appointment.

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FIRST CALL COMMUNICATIONS, INC.  
Local Exchange Services  
P.U.C.O. NO. 2

2. Regulation (Cont'd)

2.6 Allowances for Interruptions of Service (Cont'd)

- 2.6.3 Use of Alternative Service Provided by the Company: Where the Company bears no liability for the interruption and the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the applicable tariffed rates and charges.

2.7 Cancellation of Service

2.7.1. Cancellation of Application for Service

- 2.7.1.1 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 as follows: Where the Company has notified a Customer or 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.

2.7.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with

- (1) All 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 tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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Local Exchange Services  
P.U.C.O. NO. 2

2. Regulations (Cont'd)

2.8 Transfer 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 (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

2.9 Notices and Communications

- 2.9.1 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.
- 2.9.2 The Company shall designate on the Service Order and 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.
- 2.9.3 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 deposit 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.
- 2.9.4 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.
- 2.9.5 Subscriber bills will contain all of the information required by 4901:1-5-15.

ISSUED: February 18, 2003

EFFECTIVE: March 24, 2003

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case No. 03-223-TP-ACE

Bill Stathakaros, President  
First Call Communications, Inc.  
4450 Belden Village Street NW, Suite 602  
Canton, OH 44718