

LARGE FILING SEPARATOR SHEET

CASE NUMBER: 07.12.TP.ATW

FILE DATE: 1-9-07

SECTION: 1 of 4

NUMBER OF PAGES: 201

DESCRIPTION OF DOCUMENT: NEW case

FILE



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Fairfield, OH 45014

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VIA OVERNIGHT MAIL

January 8, 2007

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

PUCO

2007 JAN -9 AM 10:21

RECEIVED-DOCKETING DIV

RE: PNG Telecommunications, Inc. d/b/a PowerNet Global Communications –
Withdrawal of Tier 1 Service and replacement of P.U.C.O. Tariff No. 1 in its
entirety

Dear Ms. Jenkins:

Enclosed for filing with the Public Utilities Commission of Ohio is an original and ten (10) copies of PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("PNG") replacement Ohio Tariff, P.U.C.O. Tariff No. 1 and 1A (Price List) as Exhibit B, the superseded Tariff No. 1 and 1A (Price List) as Exhibit A, a complete description of and rationale for the proposed tariff changes at Exhibit C and PNG's *Telecommunications Application Form*, Certificate of Good Standing from the Ohio Secretary of State, list of PNG officers and directors, Customer Notice Affidavit, and sample Customer Notification as Exhibit D.

With this filing, PNG withdraws all Tier 1 Services and replaces in its entirety Tariff No. 1 and 1A (Price List). PNG no longer offers Tier 1 services and currently provides no customers with these services. Additionally, PNG is now offering Dedicated Business Local Services (Integrated Services Digital Network-Primary Rate Interface/T-1) and the Switched Residential Bundled Service Package rates have been increased.

Please date-stamp the additional copy of this transmittal letter and return it in the self-addressed postage-paid envelope provided for this purpose. Questions may be directed to me at the contacts listed above.

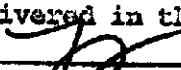
Regards,

Kate Storch

Regulatory Specialist

PowerNet Global Communications

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician  Date Processed 1-9-07

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of _____)
PNG Telecommunications, Inc.)

d/b/a PowerNet Global Communications) Case No. 07 - 0012 - **TP** - ATW
to replace P.U.C.O. Tariff No. 1 in its entirety)

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

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

Address of Registrant(s): 100 Commercial Drive Fairfield, Ohio 45014

Company Web Address: www.powernetglobal.com

Regulatory Contact Person(s): Kate Storch, Regulatory Specialist Phone 513-645-4942 Fax 513-645-4960

Regulatory Contact Person's Email Address: www.kstorch@pngmail.com

Contact Person for Annual Report: Robert Johnson, Paralegal Phone: 513-645-4816

Consumer Contact Information: Brian Manley Phone: 513-645-4636

Date: January 5, 2007 TRF Docket No. _____ - _____ - CT-TRF or _____ - _____ - TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☐ CTS (IXC) ☐ ILEC ☒ CLEC ☐ CMRS ☐ AOS
☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. *It is preferable **NOT** to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.*

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
 - ☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (**NOT** automatic, 10 copies)
- ☐ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); *for CMRS, see item No. 15 on this page.*
 - ☐ a. Switched Local ☐ b. Non-switched local ☐ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) _____
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
 - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
 - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
 - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
 - ☐ iii. New End User Service (**NOT** preceded by a 30-day filing submittal, 30-day approval, 10 copies)
 - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
 - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
 - ☐ vi. Grandfather service (30-day approval, 10 copies)
 - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
 - ☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
 - ☐ b. Reclassification of Service Among Tiers (**NOT** automatic, 10 copies)
 - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☒ 12 (ATW) Application to Withdraw a Tier 1 Service
 - ☒ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (**NOT** automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
 - ☐ a. CLEC only - Tier 1 (60-day automatic, 10 copies)
 - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Notification Involving only Tier 2 Services

NOTE: Notifications do not require or imply Commission Approval.

- ☐ a. New End User Service (0-day notice, 10 copies)
☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
☐ c. Withdrawal of service (0-day notice, 10 copies)
☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
☐ 21 New Price List Rate for Existing Service
☐ a. Tier 1 ☐ b. Tier 2
☐ 22 Designation of Registrant's Process Agent(s)
☐ 23 Update to Registrant's Maps
☐ 24 Annual Tariff Option For Tier 2 Services – indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
 CTR Docket No. _____ - _____ - TP – CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a, (i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input checked="" type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input checked="" type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input checked="" type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input checked="" type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.

✓	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.
<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input checked="" type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
✓	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
✓	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided.
✓	[2,12]	Copy of Notice which has been provided to ILEC(s).
✓	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
✓	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

- IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Robert Johnson, Paralegal, 513-645-4816, 100 Commercial Drive Fairfield, Ohio 45014

- V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Kate Storch, Regulatory Specialist, 513-645-4942, PNG Telecommunications, Inc. 100 Commercial Drive Fairfield, Ohio 45014

Dennis Packer, General Counsel, 513-645-4932, PNG Telecommunications, Inc. 100 Commercial Drive Fairfield, Ohio 45014

Annual Reports Contact: Robert Johnson, Paralegal, PNG Telecommunications Inc. 100 Commercial Drive Fairfield, Ohio 45014

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

- VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

PNG Telecommunications, Inc. does not have any affiliates operating in Ohio under PUCO authority, whether Telecommunications or other.


AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, PNG Telecommunications, Inc. d/b/a PowerNet Global Communications, and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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.

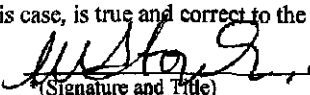
Executed on 1/05/07 at FAIRFIELD, OHIO
(Date) (Location)

 GENERAL COUNSEL 1/05/07
(Signature and Title) (Date)

** 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, Kate Storch, verify that I have utilized, verbatim, the Commission's Telecommunications Application Form 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.

 Regulatory Spec. 1/5/07
(Signature and Title) (Date)

**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 (or to the Telecommunications Division Chief if a prefiling submittal)
180 East Broad Street, Columbus, OH 43215-3793

EXHIBIT A

SUPERSEDED TARIFF SHEETS
(Attached)

PNG TELECOMMUNICATIONS, INC.

P.U.C.O. NO. 1

SECTION 1 - TITLE SHEETS, CONTENTS AND SYMBOLS

Original Page No. 1

PUBLIC UTILITIES COMMISSION OF OHIO
TARIFF NO. 1

of

PNG TELECOMMUNICATIONS, INC.

Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
4839 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____.

Section 1 – TITLE SHEETS, CONTENTS AND SYMBOLS

First Revised Page No. 2
Replaces Original Page No. 2

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(D)

(D)

(M)

(M)

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*** (M) Material located here was moved from Page 3 ***

Issued: July 19, 2005

Effective: August 22, 2005

Bernie Stevens, President
PNG Telecommunications, Inc. d/b/a PowerNet Global Communications
100 Commercial Drive
Fairfield, Ohio 45014

(T)
(T)

In accordance with Case No. _____, issued _____

Section 1 – TITLE SHEETS, CONTENTS AND SYMBOLS

First Revised Page No. 3
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(D)
(M)
(M)

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*** (M) Material formerly located here was moved to Sheet No. 2 ***

Issued: July 19, 2005

Effective: August 22, 2005

Bernie Stevens, President
 PNG Telecommunications, Inc. d/b/a PowerNet Global Communications
 100 Commercial Drive
 Fairfield, Ohio 45014

(T)
(M)

In accordance with Case No. _____, issued _____

PNG TELECOMMUNICATIONS, INC.

P.U.C.O. NO. 1

SECTION 1 - TITLE SHEETS, CONTENTS AND SYMBOLS

Original Page No. 5

APPLICATION OF TARIFF

This tariff sets forth the services, offerings, rates and terms and conditions applicable to PNG Telecommunications, Inc.'s (the "Company") furnishing of intrastate telecommunications services in Ohio.

Pursuant to Chapter 49 of the Ohio Revised Code, all services furnished by the Company pursuant to this tariff are classified as local exchange services.

Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
4839 Business Center Way
Cincinnati, Ohio 45248

In accordance with Case No. _____, Issued _____.

PNG TELECOMMUNICATIONS, INC.

P.U.C.O. NO. 1

SECTION 1 - TITLE SHEETS, CONTENTS AND SYMBOLS

Original Page No. 4

1. SYMBOLS USED IN THIS TARIFF

- (C) - signifies changed regulation
- (D) - signifies discontinued rate or regulation
- (I) - signifies change resulting in increase to customer's bill
- (M) - signifies that text has moved from one location to another
- (N) - signifies new rate or regulation
- (R) - signifies change resulting in reduction to customer's bill
- (S) - signifies reissued matter
- (T) - signifies a change in text but no change in rate or regulation

Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
4839 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____.

SECTION 2 - DEFINITIONS AND ABBREVIATIONS

Original Sheet No. 6

- 2 Definitions and Abbreviations - Certain terms used generally throughout this tariff are defined in this Section 2. Other terms having reference only to a specific service offered by the Company may be defined in the sections applicable to that service.
- 2.1 Access Area - The total geographical area served from a specific central office. Central offices are grouped into three access areas, for purposes of this tariff, based upon the quantity of network access lines served per square mile.
- 2.2 Authorized User - A person, firm, corporation or other legal entity authorized by the provider of service to use the service being provided.
- 2.3 Carrier - An entity certified by the Public Utilities Commission of Ohio (PUCO) to provide telecommunications services within Ohio. Companies providing telecommunications services but for which certification is not required by PUCO are also included in this definition.
- 2.4 Central Office - A switching unit, in one location of a telecommunications system providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one central office may be located in the same building.
- 2.5 Central Office Area - The specific section of an exchange area served by a particular central office or by a particular group of central offices.
- 2.6 Class of Service - The term used in describing exchange service with respect to the character of use to be made of such service. The Company furnishes two classes of service: residence and non-residence. The classification of a Customer's service as Business or Residential is determined by these regulations which define the character of use for rate purposes.
- 2.6.1 Business Service - Service will be classified as Business Service if:
- 2.6.1.1 The service is used primarily or substantially for a paid commercial, professional or institutional activity; or
- 2.6.1.2 The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- 2.6.1.3 The service number is listed as the principal or only number for a business in any telecommunications directory; or

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SECTION 2 - DEFINITIONS AND ABBREVIATIONS

Original Sheet No. 7

2 Definitions and Abbreviations (cont.)

2.6 Classes of Service (cont.)

2.6.1 Business Service (cont.)

2.6.1.4 The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose shall not constitute business use of service unless other factors are involved.

2.6.2 Residential Service - Service will be classified as Residential Service if none of the conditions of Section 2.6.1 preceding apply, and:

2.6.2.1 The use of the service is primarily and substantially of a social or domestic nature, and

2.6.2.2 Service is located in a residence or, in the case of a combined business and residence premises, the service is located in a bona fide residential quarters of such premises while business service is located in the business quarters of the same premises.

2.7 Company - PNG Telecommunications, Inc.

2.8 Connecting Company - A corporation, association, partnership or individual owning or operating one or more exchanges and with whom traffic is interchanged.

2.9 Customer - The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone service and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

2.10 Day - From 8:00 A.M. up to but not including 5:00 P.M., every day including Saturday and Sunday.

2.11 Derived Local Channel - Derived Local Channel is an arrangement that permits multiple and simultaneous use of a single exchange service for voice and/or data communications. The arrangement consists of equipments located in the central offices and on the customer premises.

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SECTION 2 - DEFINITIONS AND ABBREVIATIONS

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2 Definitions and Abbreviations (cont.)

- 2.12 Direct Inward Dial - A service attribute that routes incoming calls directly to stations, bypassing a central answering point.
- 2.13 Directory Listing - The publication in alphabetical directory published by The Ohio Bell Telephone Company of information relative to a subscriber's telephone number, by which telephone users are enabled to ascertain the telephone number of a desired telephone.
- 2.14 Exchange - A basic unit for the administration of communication services in a specified area, called the exchange area. It usually consists of one or more central offices together with the associated plant used in furnishing communication service in that area.
- 2.15 Exchange Area - The territory included within the boundaries of an exchange, as shown on maps on file with The Public Utilities Commission of Ohio.
- 2.16 Exchange Service - The furnishing of telecommunications service to individual residence and non-residence customers within a specified geographical area for local calling and access to the message toll network.
- 2.17 Facilities Based Carrier - A company owning equipment for the purpose of providing telecommunications services to the public.
- 2.18 Foreign Exchange Service - Exchange service furnished from an exchange other than that which regularly serves the exchange area in which the customer is located.
- 2.19 Grade of Service - The term used in describing exchange service with respect to the number of customers which may be connected to a line. The Company furnishes the following grades of service: individual and PBX trunks.
- 2.20 Initial Contract Period - The minimum length of time for which a customer is obligated to pay for service whether or not retained by the customer for such length of time.
- 2.21 Installation Charges - Charges which are assessed on a non-recurring basis at the establishment of a service. The terms "installation charges" and "non-recurring charges" are used interchangeably within this tariff to refer to non-variable charges.
- 2.22 Joint User - An individual, partnership, association or corporation sharing a customer's exchange service according to the provisions of this tariff for such shared use.
- 2.23 Kbps - Kilobits per second, which denotes thousands of bits per second.

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SECTION 2 - DEFINITIONS AND ABBREVIATIONS

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2 Definitions and Abbreviations (cont.)

- 2.24 Local Access and Transport Area (LATA) - A geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communication services.
- 2.25 Local Message - A communication between a calling station and any other station within the local service area of the calling station.
- 2.26 Local Service Area - The area within which a customer may make calls without payment of message toll charges. A local service area may include one or more exchange areas of the Company or of other telephone companies.
- 2.27 Mbps - Megabits, or millions of bits per second.
- 2.28 Multi-Frequency (MF) - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/Key systems.
- 2.29 Non-Day - From 5:00 P.M. up to but not including 8:00 A.M., every day including Saturday and Sunday.
- 2.30 Normal Exchange - The exchange which normally serves the exchange area in which the customer is located.
- 2.31 Normal Working Days - All days except Sundays and except Christmas Day, Memorial Day, Independence Day, Labor Day, New Year's Day, and Thanksgiving.
- 2.32 PBX Trunk - A class of exchange service used when connecting switching equipment located at the customer's premises to the central office.
- 2.33 Premises - The building, or portion or portions of a building, occupied at one time by a customer either as a residence or for non-residence use.
- 2.34 Residence Location - A place in which a person actually lives continuously and which is considered to be the person's home.
- 2.35 Rotary Service - An arrangement under which two or more exchange services of the same class and grade, or PBX trunks of the same class, served from the same central office and furnished to the same customer, are grouped so that calls to the first number of the group, and a busy signal or busy report is not given unless all the grouped numbers are busy.

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SECTION 2 - DEFINITIONS AND ABBREVIATIONS

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2 Definitions and Abbreviations (cont.)

- 2.36 Service Surcharge - An additional sum added to the usual amount or cost.
- 2.37 Station - Telephone equipment from or to which calls are placed.
- 2.38 Shared Tenant Service - The resale or sharing of local exchange service in a multi-tenant single building, or a contiguous complex of buildings under common ownership or management, or non-residence and individual and PBX trunks, semi-public service and Centrex stations.
- 2.39 Toll Message - A communication between a calling station and station located in a different local service area.
- 2.40 Trunk - A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.
- 2.41 User - A Customer or any other person authorized by the Customer to use service provided under this Tariff.

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3.1 Application of Tariff - This Tariff sets forth the services, offerings, rates, terms and conditions applicable to PNG Communications, Inc.'s furnishing of Ohio, intrastate communications services. Pursuant to Chapter 49 of the Ohio Revised Code, all services furnished by the Company pursuant to this tariff are classified as local exchange services.

3.2 Availability of Equipment or Facilities - The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company. The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

3.3 Terms and Conditions of Service

3.3.1 Minimum Billing Period - Residential Customers may cancel Service at any time. Commercial Customers may cancel Service at any time unless prohibited by a Customer executed agreement.

3.3.2 Service Orders - Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, 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.

3.3.3 Service Renewal - At the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current tariff rates until terminated by either the Customer or the Company pursuant to the provisions of this Tariff. 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 including amounts due for service, past due amounts, interest, and finance charges pursuant to Commission rules. The rights and obligations, which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

3.3.4 Governing Law - This Tariff shall be interpreted and governed by the laws of the State of Ohio.

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3.3 Terms and Conditions of Service (cont.)

3.3.5 Interference by Other Carriers - Another telephone company must not interfere with the right of any person or entity to obtain services directly from the Company.

3.3.6 Telephone Numbers - Except as may be provided in the Commission's rules and regulations or the regulations of the Federal Communications Commission, the Customer has no property right in the telephone number which is assigned by the Company nor any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a Customer whenever it deems it necessary to do so in the conduct of its business. (T)
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3.3.7 Company Provided Equipment - The Customer agrees to operate any equipment provided by the Company in accordance with instructions of the Company or the Company's agents. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to the equipment. The Company is not liable for interruption of service due to any failure of Customer premises equipment provided by the Company or the Customer. The Customer agrees to return all Company-provided equipment to the Company within 5 days of termination of the service in connection with which the equipment was used. The equipment shall be in the same condition as when delivered to the Customer, normal wear and tear excepted. The Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the Customer's failure to comply with this provision.

3.3.8 Notification of Service Affecting Activities - The Company will provide the Customer reasonable notification of service affecting activities that may occur in the 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 Customers to determine the reasonable notification requirements. With some emergency or unplanned conditions which affect service, notification to the Customer may not be possible.

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3 Regulations (cont.)

3.3 Terms and Condition of Service (cont.)

3.3.9 Liability of Company

3.3.9.1 Generally - The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omissions by the Company or any third parties, shall be limited to the extension of allowances for interruption of service as set forth in Section 2.12. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO CUSTOMER, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY, AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY'S EMPLOYEES, AGENTS, OR SUPPLIERS.

3.3.9.2 Circumstances Beyond the Company's Control - The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion 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 of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.

3.3.9.3 Acts of Other Entities - The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers, or (b) for the acts or omissions of other Carriers or warehousemen.

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3 Regulations (cont.)

3.3 Terms and Conditions of Service (cont.)

3.3.9 Limitation of Liability (cont.)

3.3.9.4 Acts of the Customer- The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.

3.3.9.5 Damage to Customer's Premises - The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.

3.3.9.6 Indemnification- Notwithstanding the Customer's obligations as set forth in Section 3.4, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this Tariff, including:

3.3.9.6.1 claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; or

3.3.9.6.2 patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or

3.3.8.6.3 all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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3 Regulations (cont.)

3.3 Terms and Conditions of Service (cont.)

3.3.9 Liability of Company (cont.)

- 3.3.9.7 Limitations of Damages and of Period for Bringing Claims - The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no even exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service related to the claim is rendered.
- 3.3.9.8 Express and Implied Warranties - THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 3.3.9.9 Liability for Acts of Other Carriers or Companies - The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 3.3.9.10 Liability for Transmission Errors - The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed the amount set forth in Section 3.8, pursuant to Chapter 4901:1-5-16 O.A.C.), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

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3 Regulations (cont.)

3.3 Terms and Conditions of Service (cont.)

3.3.9 Liability of Company (cont.)

3.3.9.11 Service Installation and Operation - The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

3.3.9.12 Connection to the Company's Network - The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers, if the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

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3 Regulations (cont.)

3.3 Terms and Conditions of Service (cont.)

3.3.9 Liability of Company (cont.)

3.3.9.13 Emergency 911 Number Service - With respect to emergency 911 number service:

3.3.9.13.1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suites or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

3.3.9.13.2 Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

3.3.9.14 Directory Listings - The Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings, pursuant to MTSS Rule 16.

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3.3 Terms and Conditions of Service (cont.)

3.3.9 Liability of Company (cont.)

3.3.9.14 Directory Listings (cont.)

3.3.9.14.1 Private and Semi-Private Listings - In conjunction with private and semi-private listing services, as described in Section 7.6, (T) the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

3.3.9.14.2 Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

3.3.9.15 PUCO Approval - 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 court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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3 Regulations (cont.)

3.3 Terms and Conditions of Service (cont.)

3.3.10 Provision of Equipment and Facilities

3.3.10.1 Generally

3.3.10.1.1 Commencement of Service - In accordance with Chapter 4901:1-5-20(C), Company will make Service available to Customers on or before a particular date, subject to compliance by the Customer with the provisions of this Tariff.

The Company will comply with the provisions of Commission Rule 4901:1-5-16(C)(2) regarding timing of installation of new access line Service and associated features. The Company will provide Customer credits as required, except where such credits are inapplicable as set forth therein.

3.3.10.1.2 Maintenance of Facilities - 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 facilities installed by the Company except upon the written consent of the Company.

3.3.10.1.3 Use of Customer Premises Equipment - Equipment installed at the Customer's Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

3.3.10.1.4 Customer-Provided Equipment - 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 the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer-provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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3.3 Terms and Conditions of Service (cont.)

3.3.11 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 case, 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. Company will give Customer a good faith estimate upon request.

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3.3.12 Ownership of Facilities - Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

3.3.13 Use Service - Service is furnished for use by the Customer and may be used only by others as specifically provided elsewhere in this Tariff.

3.3.14 Unlawful Use of Service - Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service of a Customer when:

3.3.14.1 an order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law; or

3.3.14.2 the Company is notified in writing by a Law Enforcement Agency acting within its jurisdiction that any service or facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

3.3.14.3 Pursuant to Chapter 4901:1-5-17(D), the Company will notify, or attempt to notify through any reasonable means, a subscriber before service is refused or disconnected.

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3.3.14.4 Termination of service shall take place after reasonable notice is provided the Customer pursuant to Chapter 4901:1-17, or as ordered by the Court. If communications facilities have been physically disconnected by Law Enforcement Officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the Customer, and agreement to pay charges for restoration of service and other applicable Service Charges, the company shall promptly restore such service.

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3.3 Terms and Conditions of Service (cont.,)

- 3.3.15 Obscenity - Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).
- 3.3.16 Impersonation - Service shall not be used to impersonate another person with fraudulent or malicious intent.
- 3.3.17 Harassment - Service shall not be used to call another person so frequently or at such times of day or in any manner so as to annoy, abuse, threaten, or harass such other person.
- 3.3.18 Fraudulent Use - Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use. No device shall be used by a Customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charges.
- 3.3.16 Interference with or impairment of Service - Service shall not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others impairing the service of others.
- 3.3.20 Subscribing to Adequate Service - If a Customer's use of service interferes unreasonably with the service of other Customers, the interfering Customer will be required to take service in sufficient quantity or of a different class or grade.
- 3.3.21 Telephone Solicitation by Use of Recorded Messages - Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

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3 Regulations (cont.)

3.3 Terms and Conditions of Service (cont.)

- 3.3.22 Common Receptionist - A business Customer may extend service capable of two-way communication to the location of another business Customer for the purpose of performing clerical services which include the answering and originating of telephone calls. All regulations governing use of service and the charges normally associated with the equipment and channels involved are applicable.

3.4 Obligations of the Customer

3.4.1 Generally

- 3.4.1.1 Payment of Charges - The Customer shall be responsible for payment of all applicable charges pursuant to this Tariff.
- 3.4.1.2 Damage to Company Facilities or Equipment - The Customer shall be responsible for reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- 3.4.1.3 Resources for Operation of Customer Premises Equipment - The Customer shall be responsible for providing, at no charge to the Company and as specified from time to time by the Company, any needed personnel, 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.

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3 Regulations (cont.)

3.4 Obligations of the Customer (cont.)

3.4.1 Generally (cont.)

3.4.1.4 Rights of Way - The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in section 3.4.1.3. Any costs associated with 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 to the Customer by the Company. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

3.4.1.5 Working Conditions - The Customer shall be responsible for 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's 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.

3.4.1.6 Compliance with Law - The Customer shall be responsible for complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permit's 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 the Customer is responsible under Section 3.4.1.4; (T) and granting or obtaining permission for the Company's 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.

3.4.1.7 Liens or Encumbrances - The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or Customer-premises equipment leased by the

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3 Regulations (cont.)

3.4 Obligations of the Customer (cont.)

3.4.1 Generally (cont.)

3.4.1.7 Liens and Encumbrances (cont.)

Customer from the Company.

3.4.1.8 Access to Customer-Premises Equipment - The Customer shall be responsible for making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

3.4.2 Claims - With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for.

3.4.2.1 any loss, destruction or damage to the property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

3.4.2.2 any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, but not limited to, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

3.4.3 Station Equipment - The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the

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3 Regulations (cont.)

3.4 Obligations of the Customer (cont.)

3.4.3 Station Equipment (cont.)

circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 3.12 following is not applicable. 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 shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

3.4.4 Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense. The Company's services (as detailed in Section 7 of this Tariff) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

3.4.5 Inspections - Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 3.4.3 for the installation, operation, and maintenance of Customer-provided facilities and equipment to company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The

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3 Regulations (cont.)

3.4 Obligations of the Customer (cont.)

3.4.5 Inspections (cont.)

Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

3.5 Establishment of Service - The following general regulations are applicable in addition to regulations, rates and charges specified in other sections of this Tariff. Any change in rates or regulations authorized by legally constituted authorities effects a modification of all contracts for service to that extent, without further notice.

3.5.1 Applications for Service - The Company will accept applications for service verbally or in writing on forms supplied by the Company. Orders will be accepted from a Customer's duly authorized agent upon demonstration of such agent's authority in a form satisfactory to the Company.

3.5.2 Establishing Financial Responsibility - The Company, in order to assure the payment of it's charges for service, will require applicants and Customers to establish and maintain financial responsibility. The establishment or re-establishment of financial responsibility as provided in this Section shall not relieve the applicant or Customer from compliance with the other provisions of this Tariff as to deposit's and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

3.5.2.1 Applicants - Applicants may establish financial responsibility in the following ways:

3.5.2.1.1 Pursuant to Chapter 4901:1-17-03, Applicants will be deemed to have established financial responsibility if:

- a. The applicant is the owner of the premises to be served or of other real estate within the territory served by the utility and has demonstrated financial responsibility; or
- b. The applicant demonstrates that he/she has had the same class and a similar type of utility service within a period of twenty-four consecutive months preceding the date of application, unless utility records indicate that the applicant's service was disconnected for nonpayment during the last twelve consecutive months of service, or the applicant had received two consecutive bills with past due balances during that twelve-month period and provided further that the financial responsibility of the applicant is not otherwise impaired.
- c. Pursuant to Chapter 4901:1-17-03(A)(2) O.A.C., the Applicant responds in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The applicant may be required to provide proof in support of these responses.
- d. The applicant pays a cash deposit to the Company in accordance with Chapter 4901:1-17-05 O.A.C. as set forth in Section 3.5.3 below.
- e. The applicant provides a written guarantee of payment for service by a guarantor that has established financial responsibility pursuant to Chapter 4901:1-17-03(A) O.A.C.

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3 Regulations (cont.)

3.5 Establishment of Service (cont.)

3.5.3 Customer Deposits

3.5.3.1 Amount of Deposit - The amount of a deposit (U.S. Currency) which an Applicant may be required to pay to the Company as a means of establishing financial responsibility shall be determined pursuant to one of the methods outlined in Chapter 4901:1-5-13(B) O.A.C..

3.5.3.2 Deposits will be administered pursuant to Chapters 4901:1-17-05 – 07 O.A.C. and will accrue interest at no less than 3% interest as set forth in 4901:1-17-05(B)(4) O.A.C.

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3 Regulations (cont.)

3.5 Establishment of Service (cont.)

3.5.3 Customer Deposits (cont.)

3.5.3.5 Refund or Application of Deposits - The Company will refund deposits as required in Chapter 4901:1-17-06 O.A.C.

3.5.4 Refusal to Provide Local Service - The Company may refuse to provide Local Service as permitted by Commission rules, including failure to establish financial responsibility.

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3 Regulations (cont.)

3.5 Establishment of Service (cont.)

3.5.5 Refusal to Provide Message Toll Service - The Company may refuse to provide Message Toll Service as permitted by Commission rules, including failure to establish financial responsibility.

3.5.6 Use of Service

3.5.6.1 Customer Service - Customer service is furnished for use by the Customer or designated representative.

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3 Regulations (cont.)

3.5 Establishment of Service (cont.)

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3.5.7 (T) Assignment or Transfer of Service - 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.

3.5.7.1 (T) Application of Tariff to Assignees - The regulations and conditions contained in this tariff concerning the establishment and furnishing of service to applicants and customers shall apply to such assignees.

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3 Regulations (cont.)

3.5 Establishment of Service (con't)

3.5.8 (T) Obligation to Provide Service - The Company's obligation to furnish service is dependent upon its ability to secure sufficient and suitable services from underlying Facilities-Based Carriers.

3.5.9 (T) Denial or Disconnection of Service - The Company may deny or disconnect any or all local or toll service at one or more or all of the same Customer's premises for any reason permitted by Commission rule. The Company will disconnect local or toll service according to the provisions of Chapter 4901:1-5-17.

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3 Regulations (cont.)

3.5 Establishment of Service (cont.)

3.5.10 (T) Procedure for Disconnection - Disconnection of a Customer's Local Exchange Service or Message Toll Service for nonpayment of charges shall be made in accordance with Chapter 4901:1-5-17 O.A.C. The Company will comply with the provisions of Chapter 4901:1-5-17 O.A.C. and the provisions of Chapter 4901:1-6(C)(2)(b) O.A.C. in Disconnecting Service where a Customer subscribes to the Company's bundled Services.

3.5.11 (T) In the event of circumstances in which Company may Disconnect Service, the Company will first suspend the Customer's Service with notice, if required by Chapter 4901:1-5-17 O.A.C. If Service is suspended, the Customer's telephone number is reserved for twenty (20) days. If the Customer's Service is restored with twenty (20) days, the Customer is required to pay the Restoral Charge as set forth in the Price List. If the reason for suspension is not resolved within the twenty (20) day period of Suspension, the Customer's Service will be Disconnected according to the provisions of Chapter 4901:1-5-17 O.A.C. If Service is Disconnected, a new telephone number will be assigned to the Customer and the Customer will be required to reapply for Service as a new Customer, pay a deposit to reestablish financial responsibility as permitted in Chapter 4901-17-04(C) O.A.C., pay all outstanding amounts as permitted in Chapter 4901:1-5-13(A)(3)(c) O.A.C., and pay all charges for new Service.

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3 Regulations (cont.)

3.6 Payment for Service

3.6.1 Customer Responsibility - The Customer is required to pay all charges for service in accordance with the Company's billing and collection practices. The Customer will be held responsible for all charges for telephone service rendered in connection with local or toll messages place from his or her station and in connection with toll messages received at his or her station on which the charges have been reversed with the consent of the person called.

3.6.2 Billing Period - The billing period shall be one month. Every month shall be considered to have thirty days.

3.6.3 (T) Call Information - Bills will contain the information required in Chapter 4901:1-5-15 O.A.C.

3.6.4 (T) Advance Payments - The Company may only collect advance payments where the Customer has requested special construction of facilities.

3.6.5 (T) Adjustment of Charges for Service interruptions - Charges on a bill issued to a Customer whose service has been interrupted at some time during the relevant billing period will be adjusted according to the regulations set forth in section 3.8 of this Tariff.

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3 Regulations (cont.)

3.6 Payment for Service (cont.)

3.6.6 (T) Educational Discount - An Educational Discount of 10% applies to all Elementary and Secondary schools which are chartered by the State Board of Education pursuant to Section 3301.16 of the Ohio Revised Code. Educational Discounts apply to services provided for the sole use of the schools as defined above. The discount is applicable to the total bill amount of all of the Company's regulated tariffed recurring, nonrecurring and usage charges.

3.6.7 (T) Returned Payment Charge - When a Customer's payment for Service, made by any means, is returned or refused for insufficient funds, a closed or non-existent account, insufficient credit available or any other reason, the Customer will be assessed the following charge:

Charge per returned payment \$15.00

3.6.8 (T) Individual Customer Contracts - The Company may offer services to Individual commercial Customers for terms and for rates and charges that differ from those stated in this tariff. Individual contracts will specify these terms, length of service, conditions and rate levels applicable to those specific Customers. These contracts will be filed with the P.U.C.O. and become effective immediately upon signing.

3.6.9. (T) A late payment charge of 1.5 percent per month will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed by not yet paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

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3 Regulations (cont.)

3.7 (T) Disconnection of Service

3.7.1 (T) **Disconnection of Service other than Toll Service** - The Company may disconnect its Customers' local service for nonpayment of charges incurred for Commission regulated local service. Such disconnection must be conducted pursuant to all applicable Commission rules.

3.7.1.1 (T) **Services Covered by this Section** - For purposes of this section, all regulated telephone services provided by the Company, except toll service shall be defined as local service.

3.7.1.2. (T) **Disconnection Notices** - Disconnection notices issued by the Company pursuant to Chapter 4901:1-5-17(K) O.A.C. must include the information set forth in Chapter 4901:1-5-17(L) O.A.C.

3.7.1.3 (T) **Disconnection of Local Service For Unpaid Toll Service Bill** - The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.

3.7.1.4 (T) **Partial Payments** - Partial payments applied towards any past due amount on a bill or the balance due on a disconnection notice must be apportioned to past due regulated local service charges, then to any current local charges, before being applied by a telecommunications provider to any toll or nonregulated charges unless the Customer pays the entire amount past due or more. In that case any amount paid over the amount past due shall be applied first to current local charges.

3.7.2 (T) Disconnection of Toll Service

3.7.2.1 (T) **Enforcement for Other Toll Service Providers** - In addition to enforcing, on it's own behalf, the Company's own billing, credit/deposit, and disconnection policies with respect to all regulated telephone services provided by the

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3 Regulations (cont.)

3.7 (T) Disconnection of Service (cont.)

3.7.2 (T) Disconnection of Toll Service (cont.)

3.7.2.1 (T) Enforcement for Other Toll Service Providers (cont.)

service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers. Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit, and disconnection policies of any toll service provider other than the Company.

3.7.2.2 (T) Procedural Safeguards - In Case No. 95-79Q-TP-CO1, the Public Utilities Commission of Ohio established a policy under which the procedural and substantive safeguards which are afforded to applicants for local exchange service and to subscribers of local exchange service under Chapter 4901:1-5, O.A.C., as pertains to billing for toll service and to subscribers for toll service, regardless of whether such service is provided by a local exchange company or another toll service provider. All practices of the Company, pertaining to either the provision of its own toll service, if any, or as a duly authorized agent for another toll service provider, shall conform with this policy.

3.7.2.3 (T) Method of Disconnection - When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes

3.7.2.3.1 (T) must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;

3.7.2.3.2 (T) must be available from the Company, pursuant to tariff, on a nondiscriminatory basis to all toll service providers;

3.7.2.3.3 (T) may consist of either a dePricing mechanism or else a selective toll blocking service.

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3 Regulations (cont.)

3.7 (T) Disconnection of Service (cont.)

3.7.2 (T) Disconnection of Toll Service (cont.)

3.7.2.4 (T) Preconditions - Neither purchase of the toll service provider's accounts receivable by the Company, nor a requirement that the Company shall be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.

3.7.2.5 (T) Toll Disconnection service Offerings - The Company provides each of the following toll disconnection services, which are available on a nondiscriminatory basis (including rates) to all service providers in areas where implementation of intraLATA equal access has already occurred:

3.7.2.5.1 (T) all forms of toll disconnection that the Company itself utilizes in connection with its own provision of toll services; and

3.7.2.5.2 (T) dePICing Service (maximum charge \$5.00); and/or

3.7.2.5.3 (T) selective, company-specific, Toll Blocking Service.

3.7.3. Disconnection of Bundled Services

The Company will comply with the provisions of Chapter 4901:1-5-17 O.A.C. and the provisions of Chapter 4901:1-6(C)(2)(b) O.A.C. in Disconnecting Service where a Customer subscribes to the Company's bundled Services.

3.8.(T) Allowances for Interruptions of Service

3.8.1. (T) Credit for Interruptions - Credit allowances for Service interruptions will be given in accordance with the provisions of Chapter 4901: 1-5-16 O.A.C. as reproduced in this Section 3.8.

3.8.2 (T). Adjustments

3.8.2.1 (T) The Company will make an adjustment to a Customer's bill in accordance with Subsection 3.8.2.3 below whenever a Customer's Service is interrupted and remains out of Service for more than twenty-four (24) consecutive hours after being reported to the Company or after being found by the Company to be out of Service. The length of the Service interruption will be computed on a continuous basis, Saturdays, Sundays, and Holidays included.

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3 Regulations (cont.)

3.8 (T) Allowances for Interruptions of Service (cont.)

3.8.2 (T) Adjustments, Continued

3.8.2.2. (T) Credits for Service Interruption will not be applied when the out-of-Service condition:

3.8.2.2.1. (T) occurs as a result of a negligent or willful act on the part of the Customer;

3.8.2.2.2. (T) occurs as a result of a malfunction of Customer owned telephone equipment or inside wire;

3.8.2.2.3. (T) occurs as a result of a military action, war, Insurrection, riot, or strike; or

3.8.2.2.4. (T) cannot be repaired due to the Customer missing a repair appointment.

The Company will document in its records each instance where it applies any of the exceptions listed in this Subsection 3.8.2.2 (T).

3.8.2.3. (T) If an out-of-Service condition exceeds twenty-four (24) hours but is less than forty-eight (48) hours, the Company shall credit the Subscriber's bill for at least the pro rata portion of the monthly charge(s) for all regulated local Services rendered inoperative during the interruption. Credit for out-of-Service conditions lasting longer shall be provided as follows:

Period	Credit
At least 48 hours but less than 72 hours	One-third of one month's charges for regulated local Services rendered inoperative.
At least 72 hours but less than 96 hours	Two-thirds of one month's charges for regulated local Services rendered inoperative.
At least 96 hours	One month's charges for any regulated local Services rendered inoperative.

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3 Regulations (cont.)

3.8 (T) Allowances for Interruptions of Service (cont.)

3.8.2 (T) Adjustments, Continued

3.8.2.4. (T) The Company is not obligated to credit Customers for Service Interruptions as indicated in Subsection 3.8.2.3. above in the event that the interruption is caused by a verifiable act of God and the Company is granted an exception by the Commission. In the event of the Commission's grant of an exception, forty-eight (48) hours will be added to each of the time frames established in Subsection 3.8.2.3. above for purposes of crediting Customers for Service Interruptions.

3.9. (T) Special Promotional Offerings - PNG may make special promotional offerings of its service on a limited basis. This promotional offering may include waiving or reducing the applicable charges for the promoted service. The promotion may also be offered for a limited duration and limited to specific locations within the state. The waiver of any charge, other than a non-recurring charge, shall be limited to ninety (90) days on a per customer basis. Promotional Offerings are subject to P.U.C.O. approval.

3.10 (T) Special Arrangements - 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 and may include non-recurring type charges, recurring type charges, termination liabilities or combinations thereof.

3.10.1. (T) Special Contractual & Individual Case Basis Arrangements - PNG may enter into contractual arrangements with Customers for services. The rates for special contractual arrangements will be included in this tariff, or may include products or services in the case of unique or special arrangements. These contractual arrangements may include additional terms and conditions that are consistent with tariffed provisions. All special contractual arrangements will be submitted to the PUCO for approval and made available to all similarly situated customers.

3.10.2 (T) Basis for Computing Rates for Special Arrangements - The costs referred to in Section 3.10 (T) preceding may include one or more of the following items to the extent they are applicable:

3.10.2.1 (T) cost of installing the facilities to be provided including estimated costs for the rearrangement of existing facilities. Costs may include cost of equipment and materials provided or used, costs of engineering, labor and supervision, transportation costs and costs of procuring rights of way;

3.10.2.2 (T) maintenance costs;

3.10.2.3 (T) 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;

*** (M) Material located here was moved from Sheet No. 349 ***

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3 Regulations (cont.)

3.10 (T) Special Arrangements (cont)

3.10.2(T) Basis for Computing Rates for Special Arrangements (cont)

- 3.10.2.4 (T) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- 3.10.2.5 (T) license preparation, processing and related fees;
- 3.10.2.6 (T) tariff preparation, processing and related fees;
- 3.10.2.7 (T) any other identifiable costs related to the facilities provided; and
- 3.10.2.8 (T) an amount for return and contingencies.

3.10.3 (T) Termination Liability for Special Arrangements – 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 the Customer as follows:

- 3.10.3.1 (T) the termination liability period is the estimated service life of the facilities provided;
- 3.10.3.2 (T) the amount of the maximum termination liability is equal to the estimated amounts for:

- 3.10.3.2.1 (T) cost installed of the facilities provided including estimated costs for rearrangement of existing facilities as appropriate, less net salvage. Cost installed includes the cost of equipment and materials provided or used, costs of engineering, labor and supervision, transportation costs, and costs of procuring rights of way;

- 3.10.3.2.2. (T) license preparation, processing and related fees;

- 3.10.3.2.3. (T) tariff preparation, processing and related fees;

- 3.10.3.2.4. (T) cost of removal and restoration, where appropriate; and

- 3.10.3.2.5 (T) any other identifiable costs related to the specially constructed or rearranged facilities.

- 3.10.3.3. (T) The applicable termination liability method applies to calculations regarding the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 3.10.2 (T) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 3.10.2 (T) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of facilities provided. The produce is adjusted to reflect applicable taxes.

*** (M) Material located here was moved from Sheet Nos. 350 and 351 ***

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Section 4 - Service Charges

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4 Service Charges

4.1 Service Establishment and Change Charges

4.1.1 Definitions of Terms used in this Section

4.1.1.1 Changes in Service - Changes in telephone service provided by the Company subsequent to the establishment of service.

4.1.1.2 Complex Service - All exchange service not classified as simple service.

4.1.1.3 Establishment of Service - The initial establishment of service for a Customer, and transfers of telephone service from one premises to another on non-continuous property subsequent to the establishment of such service for a Customer.

4.1.1.4 Simple Service - Simple residence and non-residence service includes network exchange access lines which meet all of the following conditions:

4.1.1.4.1 The network access lines are served from their normal serving central office.

4.1.1.4.2 All terminations of the network access lines are confined to a single continuous property.

4.1.1.4.3 Where more than one exchange service is billed on a single account, all the network access lines meet the preceding two criteria.

4.1.1.5 Nonrecurring Charges - Nonrecurring Charges (NRC) are applicable for the following functions required to establish exchange service:

4.1.1.5.1 Service Ordering Charge - A nonrecurring charge which covers receiving, recording and processing information necessary to execute a customer's request for service.

4.1.1.5.2 Central Office Connection Charge - A nonrecurring charge for establishing or changing central office connections.

4.1.1.5.3 Line Connection Charges - A nonrecurring charge for performing or causing to be performed any of the operations associated with the connection of the network access line and a network interface.

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Section 4 - Service Charges

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4 Service Charges (cont.)4.1 Service Establishment and Ordering Charges (cont.)4.1.2 Service Establishment Charge

	<u>Complex</u>		<u>Simple</u>	
	<u>Residence</u>	<u>Non-residence</u>	<u>Residence</u>	<u>Non-residence</u>
Central Office Connection Charge	\$5.00-\$100.00	\$5.00-\$100.00	\$5.00-\$100.00	\$5.00-\$100.00
Line Connection Charge per termination	\$5.00-\$100.00	\$5.00-\$100.00	\$5.00-\$100.00	\$5.00-\$100.00
Total per Order	\$5.00-\$100.00	\$5.00-\$100.00	\$5.00-\$100.00	\$5.00-\$100.00

4.1.3 Centrex Station and Terminal Charges

	<u>Complex</u>		<u>Simple</u>	
	<u>Residence</u>	<u>Non-residence</u>	<u>Residence</u>	<u>Non-residence</u>
Service Ordering Charge	-	\$5.00-\$100.00	-	-
Central Office Connection Charge	-	\$5.00-\$100.00	-	-
Line Connection Charge per termination	-	\$5.00-\$100.00	-	-
Total per Order	-	\$5.00-\$100.00	-	-

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Section 4 - Service Charges

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4 Service Charges (cont.)4.1 Service Establishment and Ordering Charges (cont.)4.1.4 PBX Trunks

	<u>Complex</u>		<u>Simple</u>	
	<u>Residence</u>	<u>Non-residence</u>	<u>Residence</u>	<u>Non-residence</u>
Service Ordering Charge	\$100.00-\$200.00	\$100.00-\$200.00	-	-
Central Office Connection Charge	\$100.00-\$200.00	\$100.00-\$200.00	-	-
Line Connection Charge per termination	\$100.00-\$200.00	\$100.00-\$200.00	-	-
Total per Order	\$100.00-\$200.00	\$100.00-\$200.00	-	-

4.1.5 Miscellaneous Service or Features - Includes Customer Calling Service, Advanced Custom Calling Service (other than Calling Party Number blocking or Call Trace), Advanced Customer Calling Features, Central Office Optional Line Features and Billed Number Screening Services.

	<u>Complex</u>		<u>Simple</u>	
	<u>Residence</u>	<u>Non-residence</u>	<u>Residence</u>	<u>Non-residence</u>
Service Ordering Charge	\$4.00-\$20.00	\$4.00-\$20.00	\$4.00-\$20.00	\$4.00-\$20.00

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Section 4 - Service Charges

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4 Service Charges (cont.)4.1 Service Establishment and Ordering Charges (cont.)

- 4.1.6 Service Change Charges - This charge applies anytime a Customer requests that service or class of service be changed. This charge may be applied to a service as many times as the Customer requests that service be changed and is charged in addition to any other monthly or installation charge which is associated with the service the Customer orders.

	<u>Complex</u>		<u>Simple</u>	
	<u>Residence</u>	<u>Non-Residence</u>	<u>Residence</u>	<u>Non-Residence</u>
Service Ordering Charge	\$5.00-\$100.00	\$5.00-\$100.00	\$5.00-\$100.00	\$5.00-\$100.00

4.1.7 Directory Services

	<u>Complex</u>		<u>Simple</u>	
	<u>Residence</u>	<u>Non-Residence</u>	<u>Residence</u>	<u>Non-Residence</u>
Emergency Message Referral for Private Listing Service	\$2.00-\$50.00	\$2.00-\$50.00	\$2.00-\$50.00	\$2.00-\$50.00
Change from listed to private or semi-private listing services or from semi-private to private listing services	\$2.00-\$50.00	\$2.00-\$50.00	\$2.00-\$50.00	\$2.00-\$50.00
Discontinue Emergency Message Referral for Private Listing Service	\$2.00-\$50.00	\$2.00-\$50.00	\$2.00-\$50.00	\$2.00-\$50.00
Convert, for listing purposes only, an existing off-premises extension location to the main location, vice versa, when both locations are within the same CO area	\$20.00-\$100.00	\$20.00-\$100.00	\$20.00-\$100.00	\$20.00-\$100.00
Change transfer of toll charge service	\$20.00-\$100.00	\$20.00-\$100.00	\$20.00-\$100.00	\$20.00-\$100.00

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4 Service Charges

4.1 Service Establishment and Ordering Charges (cont.)

4.1.8 Remote Call Forwarding - This charge applies per feature.

Complex		Simple	
Residence	Non-Residence	Residence	Non-Residence
\$25.00-\$100.00	\$25.00-\$100.00	\$25.00-\$100.00	\$25.00-\$100.00

4.1.9 Telephone Number Changes - Charge applies for each change of telephone number at the request of the Customer. No charge applies for a change in telephone number that was either initiated by the Company or made by the Company to clear service problems such as excessive wrong number calls or other problems such as abusive, harassing or threatening calls.

Complex		Simple	
Residence	Non-Residence	Residence	Non-Residence
\$10.00-\$60.00	\$10.00-\$60.00	\$10.00-\$60.00	\$10.00-\$60.00

4.1.10 Class of Service Change - The charge for a change in telephone number does not apply if required for a class of service change.

	Complex		Simple	
	Residence	Non-Resid.	Residence	Non-Resid.
Residence to Business	\$10.00-\$60.00	Not Available	\$10.00-\$40.00	Not Available
Business to Residence	Not Available	\$10.00-\$60.00	Not Available	\$20.00-\$60.00

4.1.11 Assignment or Transfer of Service

Complex		Simple	
Residence	Non-Residence	Residence	Non-Residence
\$10.00-\$40.00	\$20.00-\$60.00	\$5.00-\$50.00	\$5.00-\$50.00

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4 Service Charges (cont.)4.1 Service Establishment and Ordering Charges (cont.)4.1.12 Multi-Ring Service

<u>Complex</u>		<u>Simple</u>	
<u>Residence</u>	<u>Non-Residence</u>	<u>Residence</u>	<u>Non-Residence</u>
Not Available	\$5.00-\$40.00	Not Available	Not Available

4.1.13 Network Interface Jack Charges

	<u>Non-Recurring Charge</u>	<u>USOC</u>
Indoor Jacks		
Miniature Modular Jack <ul style="list-style-type: none"> Note: The non-recurring charge for a miniature modular jack does not apply when provided at a simple residence and non-residence as a Network Interface 	\$2.00-\$20.00	RJ11C*
Series Jack Miniature Ribbon Connector Jack	\$20.00-\$80.00 \$20.00-\$80.00	RJ3* RJ2*
Data Jacks <ul style="list-style-type: none"> Programmed Universal Multiple line data jack for use with both fixed loop and programmable data equipment: Multiple line data jack common equipment for up to eight lines. <ul style="list-style-type: none"> Line circuit card Wall mounting with cover Rack mounting 	\$20.00-\$80.00 \$20.00-\$80.00 \$100.00-\$200.00 \$10.00-\$50.00 \$10.00-\$80.00 \$10.00-\$80.00	RJ45s RJ41s RJ28X RJ28S RJM3X RJM4X
Outdoor Jacks		
<ul style="list-style-type: none"> Outdoor Jack 	\$10.00-\$50.00	JKT
<ul style="list-style-type: none"> Movable Premises Equipment Equipment for telephone on trains and commercial vessels jack 	\$20.00-\$90.00	JK3

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4 Service Charges (cont.)4.1 Service Establishment and Ordering Charges (cont.)4.1.14 Restoral of Service Charges

	<u>Complex</u>		<u>Simple</u>	
	<u>Residence</u>	<u>Non-residence</u>	<u>Residence</u>	<u>Non-residence</u>
Service Restored after temporary denial but before completion of order to discontinue service	\$26.55	\$26.55	\$32.30	\$32.30
Service restored after temporary suspension	\$62.30	\$75.85	\$33.55	\$33.55
Service restored after temporary interception	\$62.50	\$87.70	\$33.55	\$33.55

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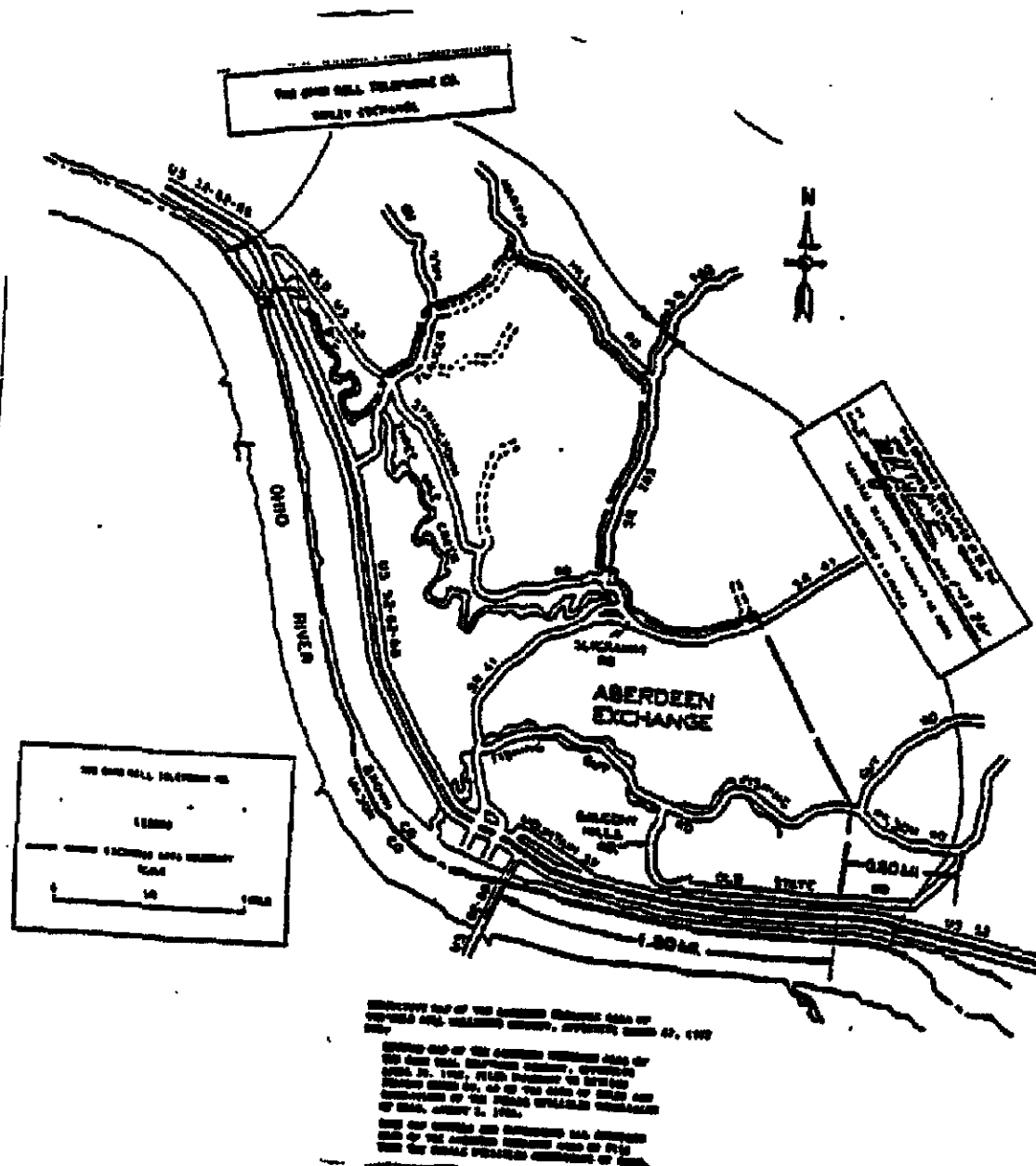
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Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 123

ABERDEEN EXCHANGE AREA MAP



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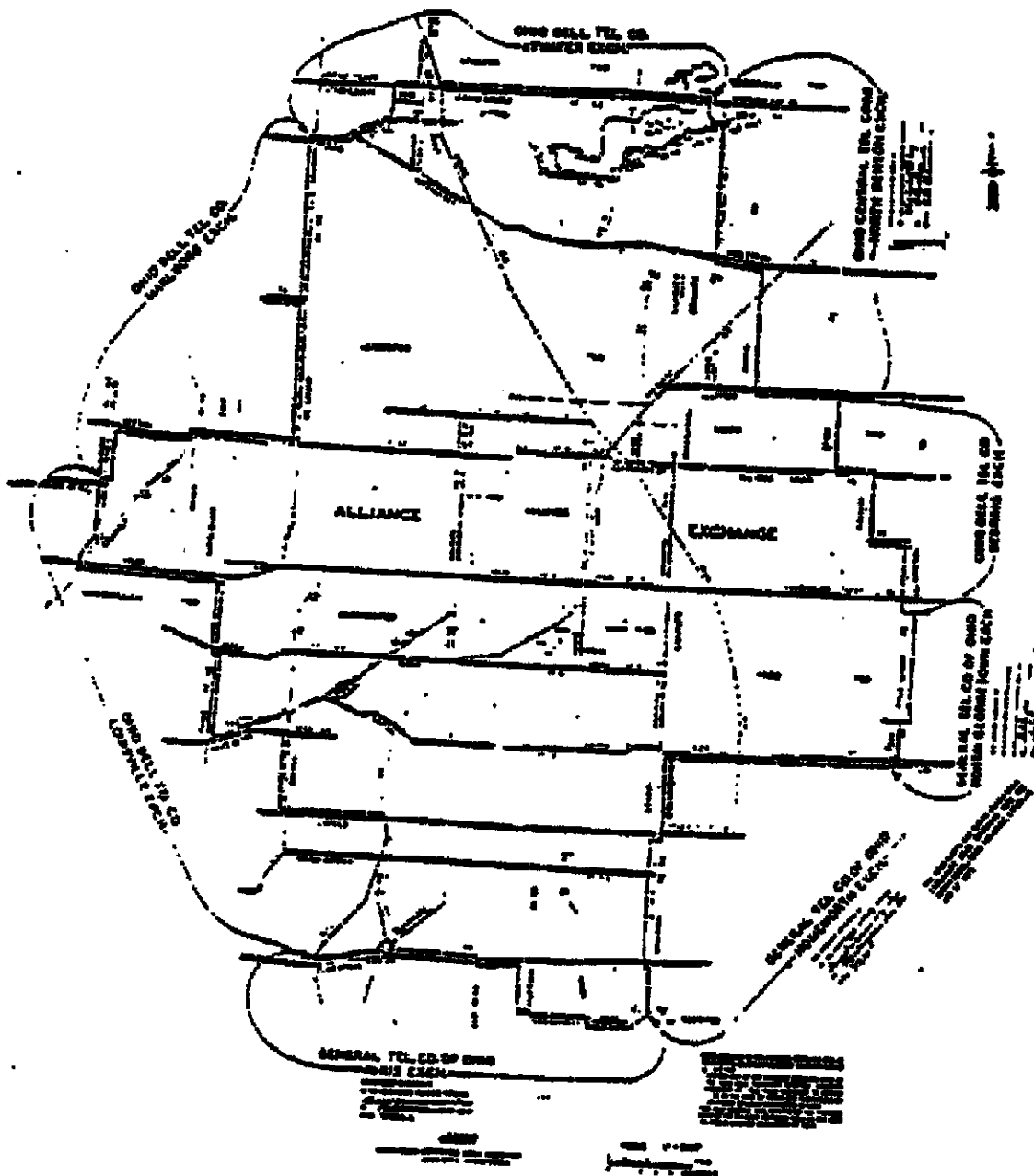
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Section 6 - Access Areas and Exchange Area Maps

Original Sheet No. 125

ALLIANCE EXCHANGE AREA MAP



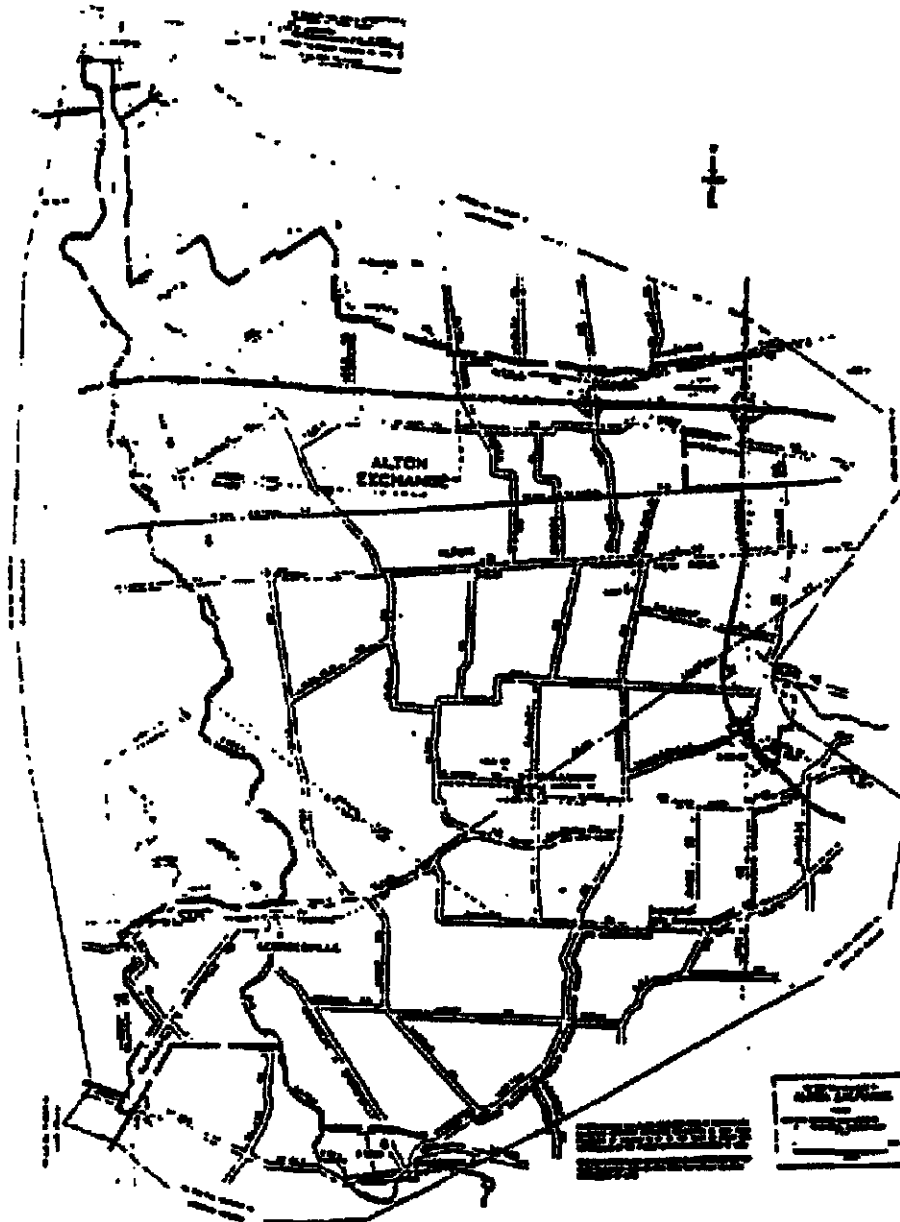
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ALTON EXCHANGE AREA MAP



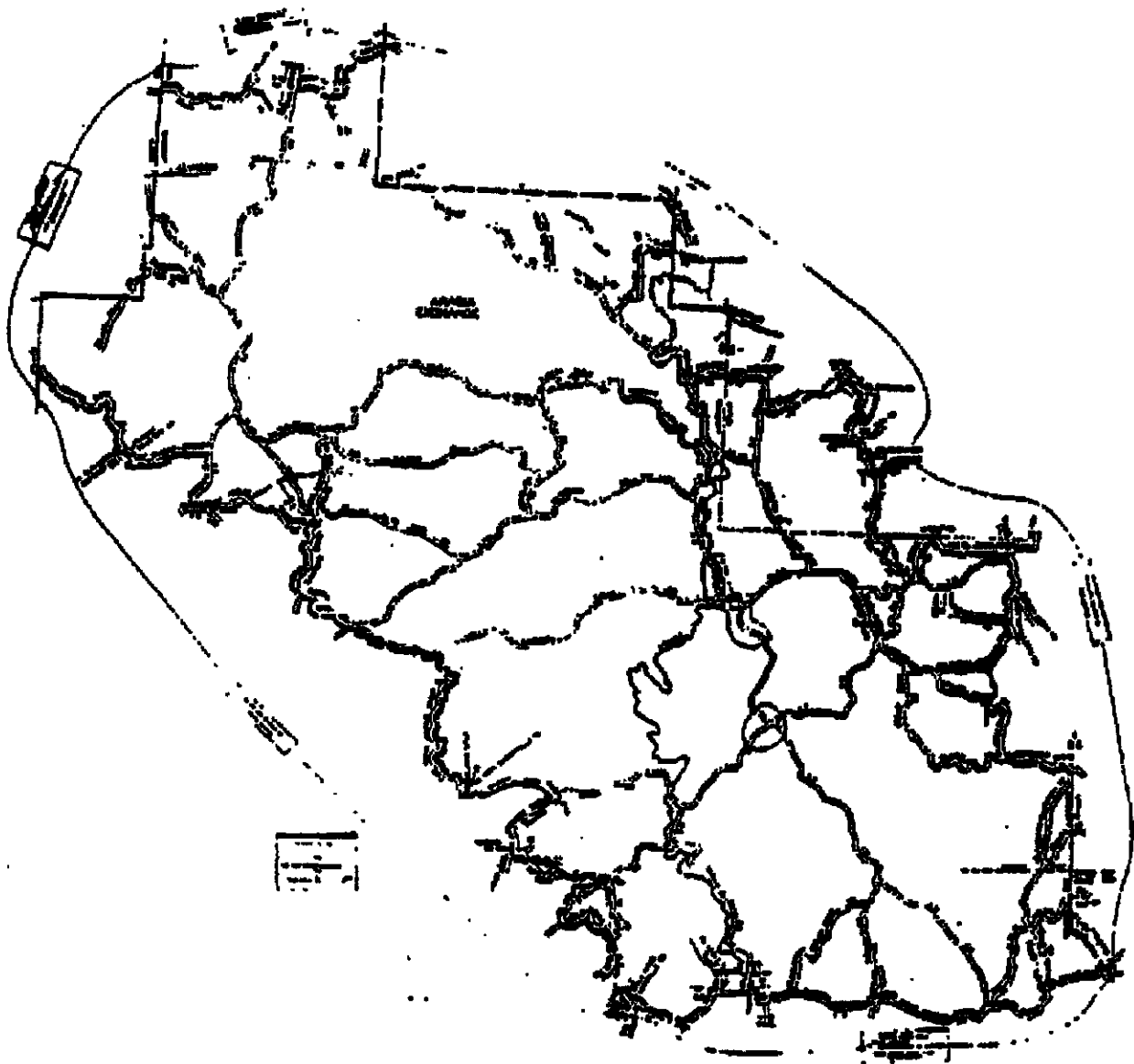
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ARABIA EXCHANGE AREA MAP



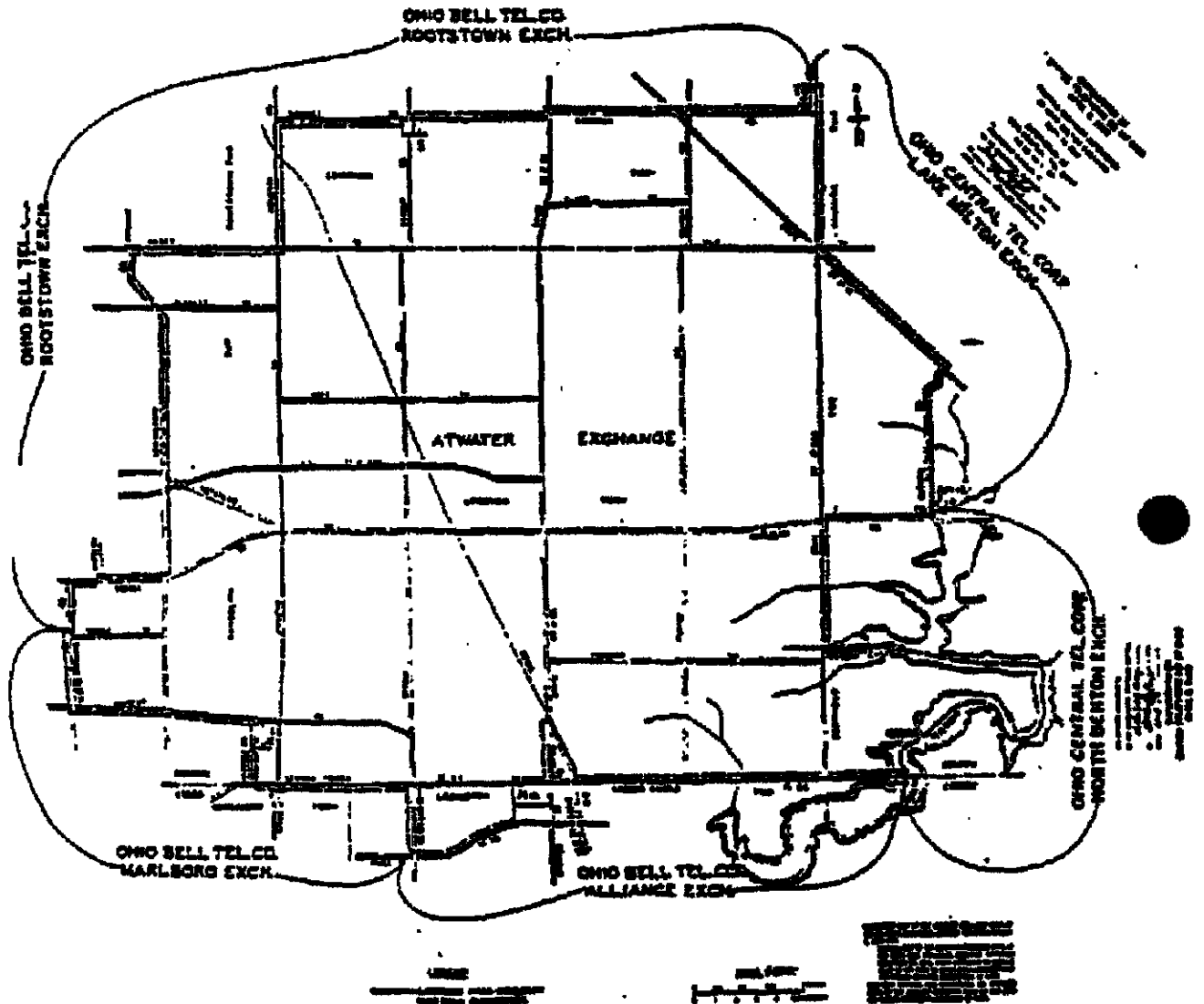
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ATWATER EXCHANGE AREA MAP



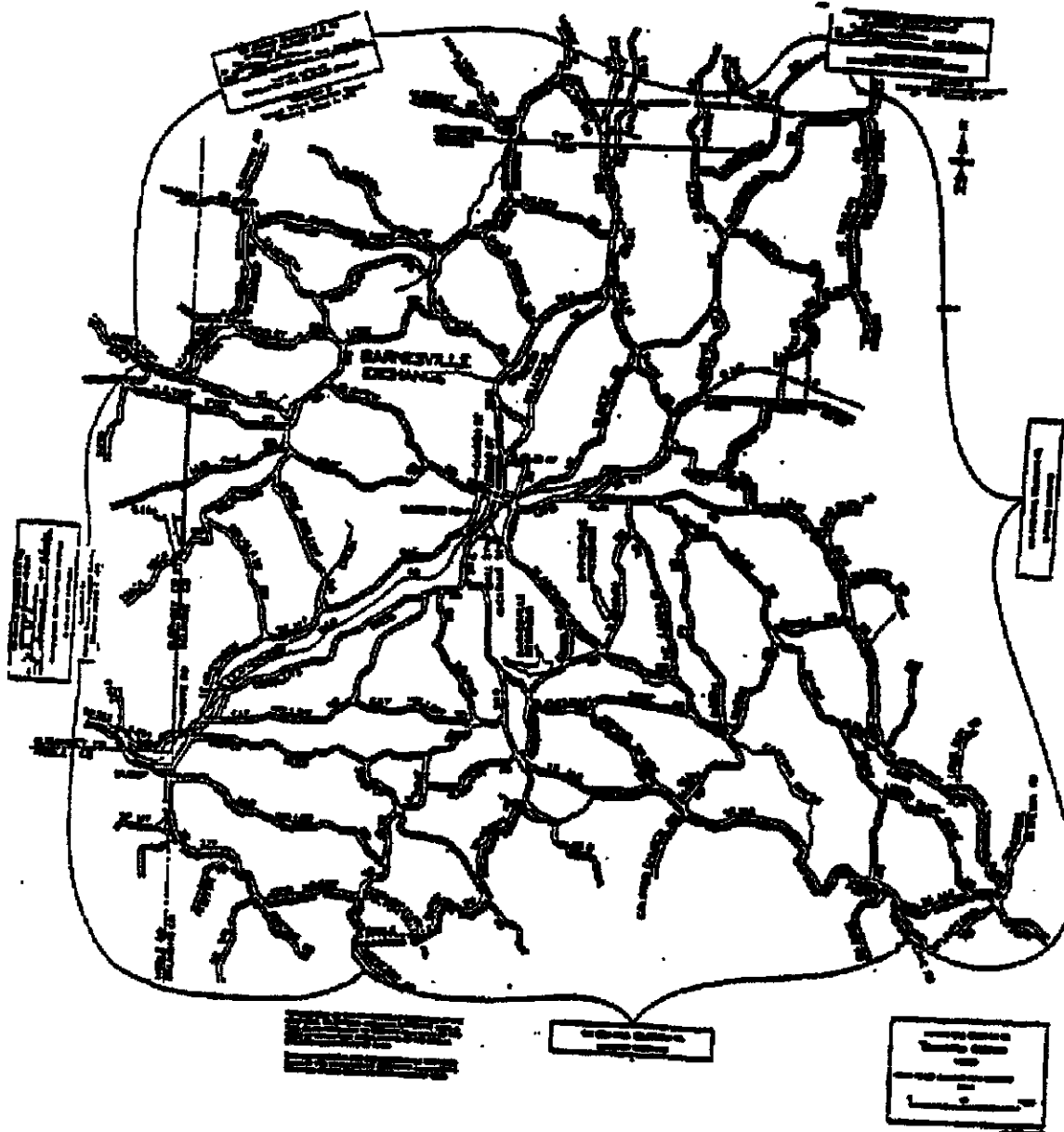
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BARNESVILLE EXCHANGE AREA MAP



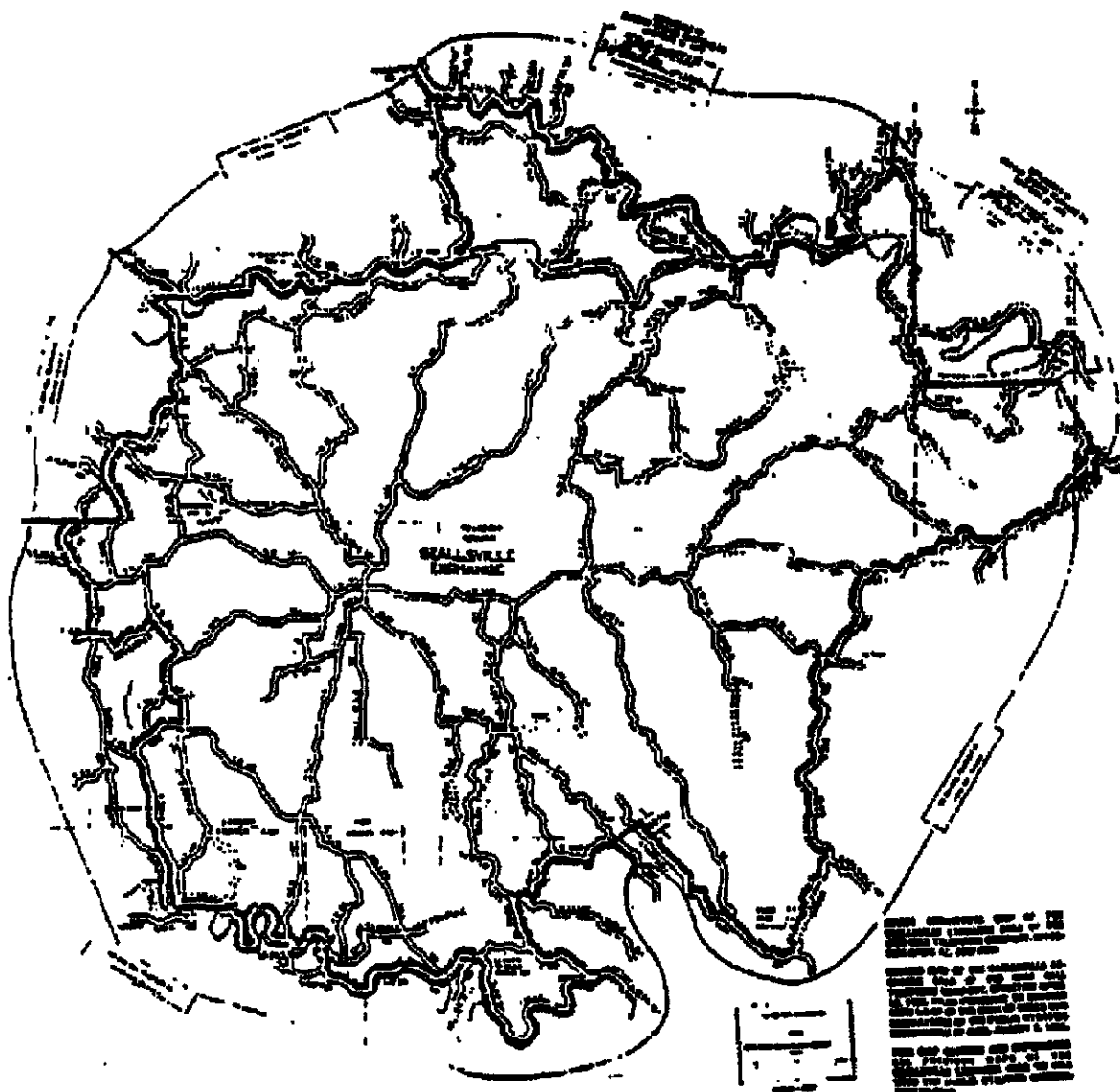
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BEALLSVILLE EXCHANGE AREA MAP



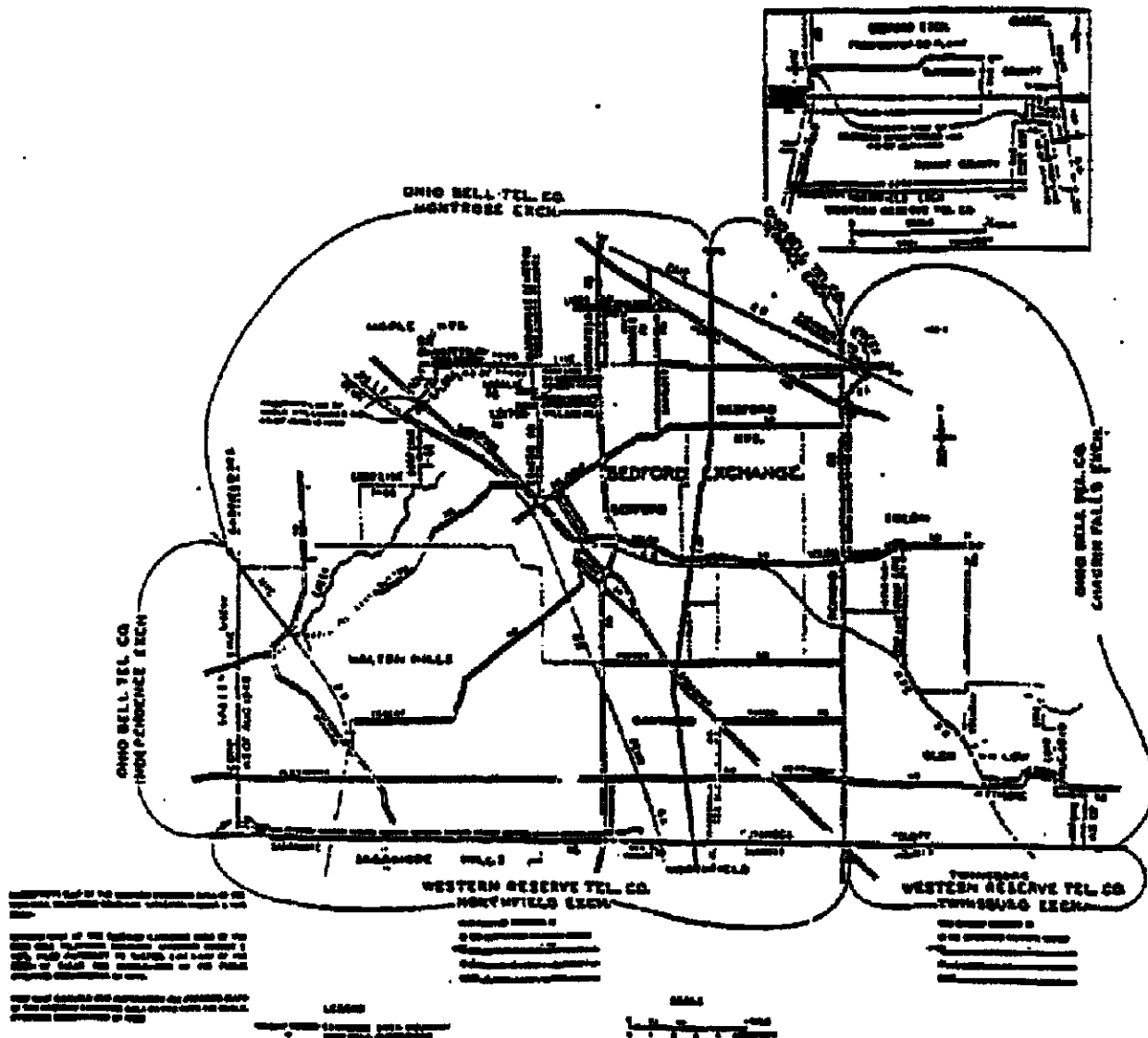
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BEDFORD EXCHANGE AREA MAP



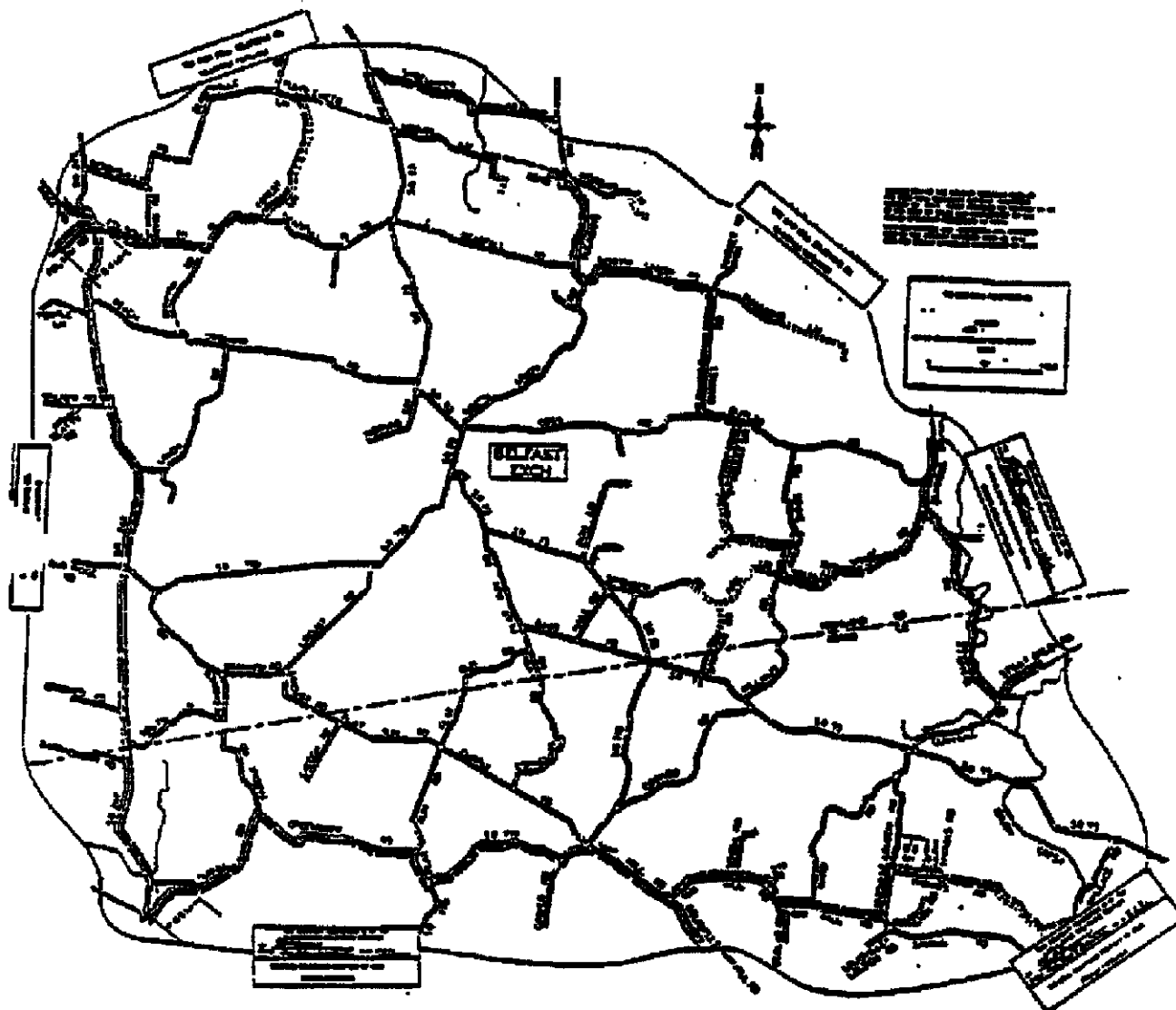
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BELFAST EXCHANGE AREA MAP



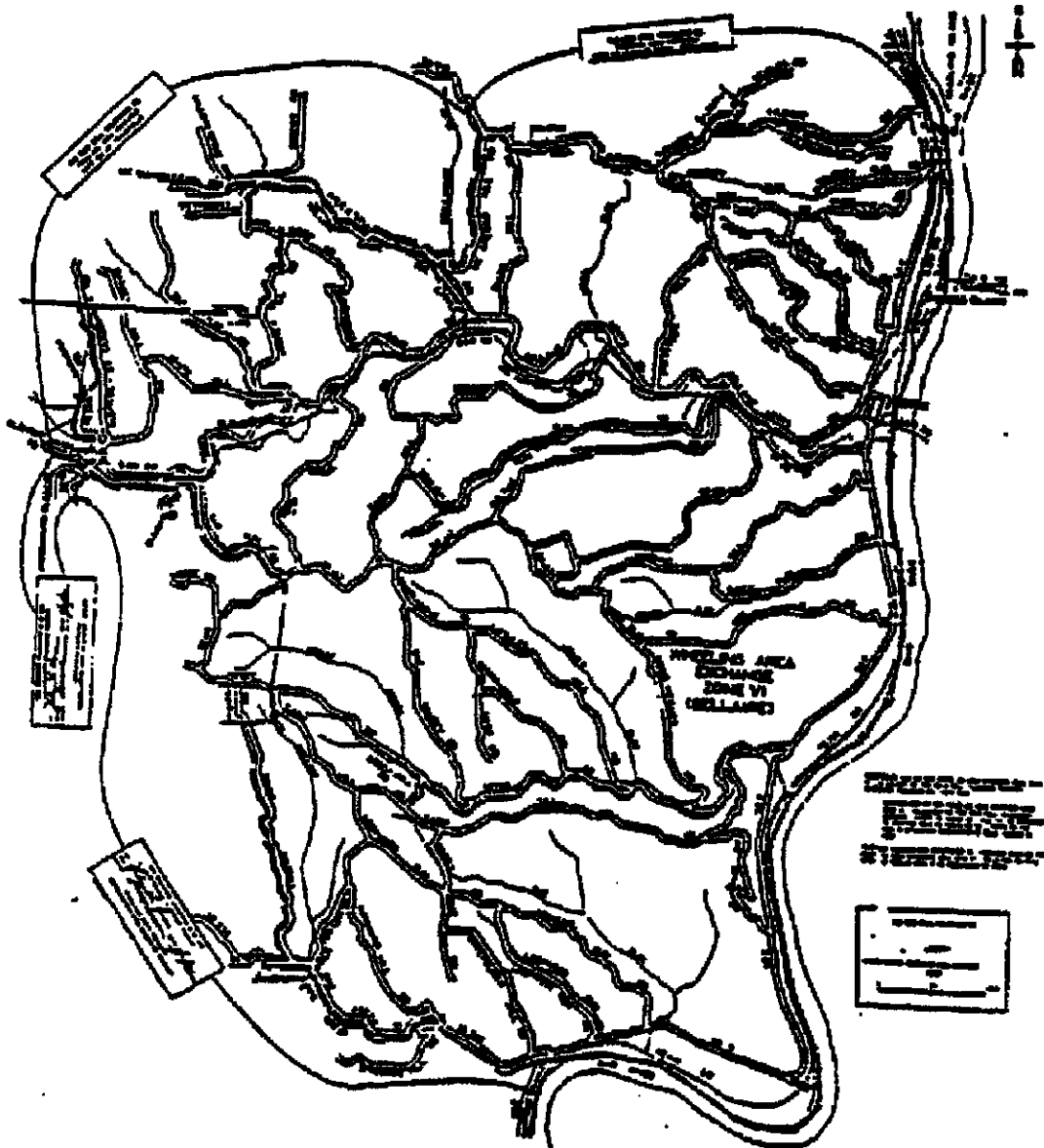
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BELLAIRE (WHEELING AREA EXCHANGE ZONE VI) MAP



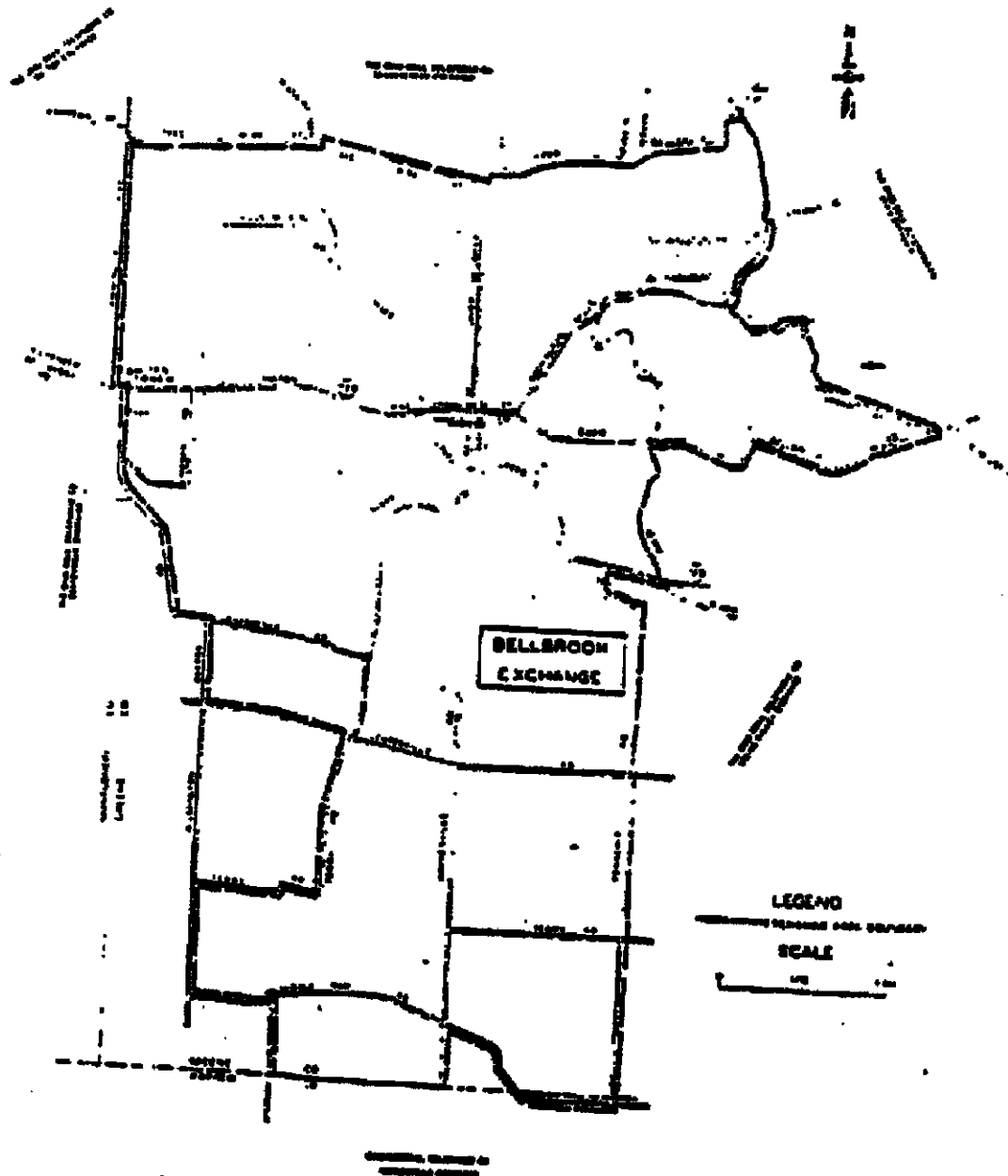
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BELLBROOK EXCHANGE AREA MAP



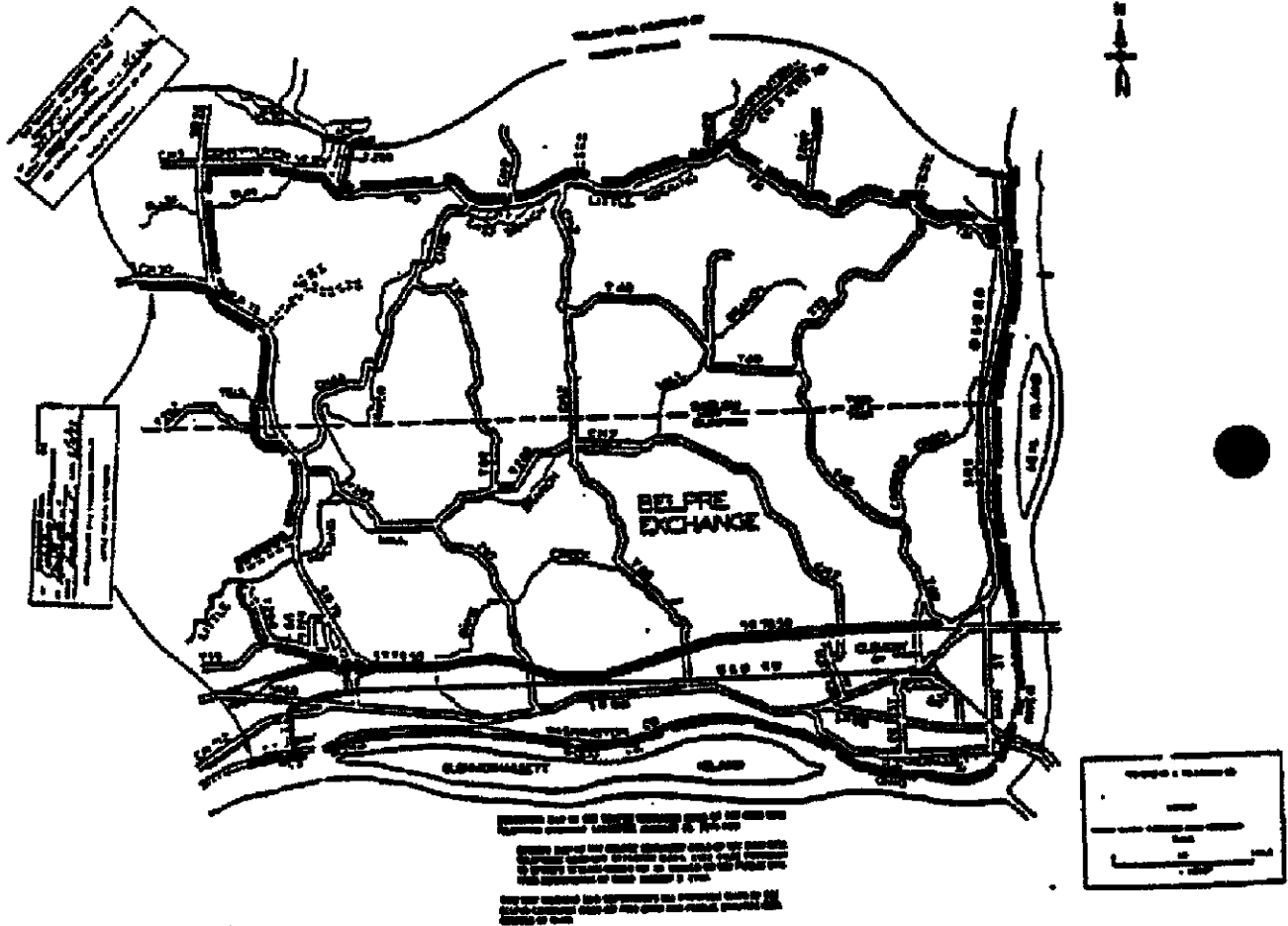
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BELPRE EXCHANGE AREA MAP



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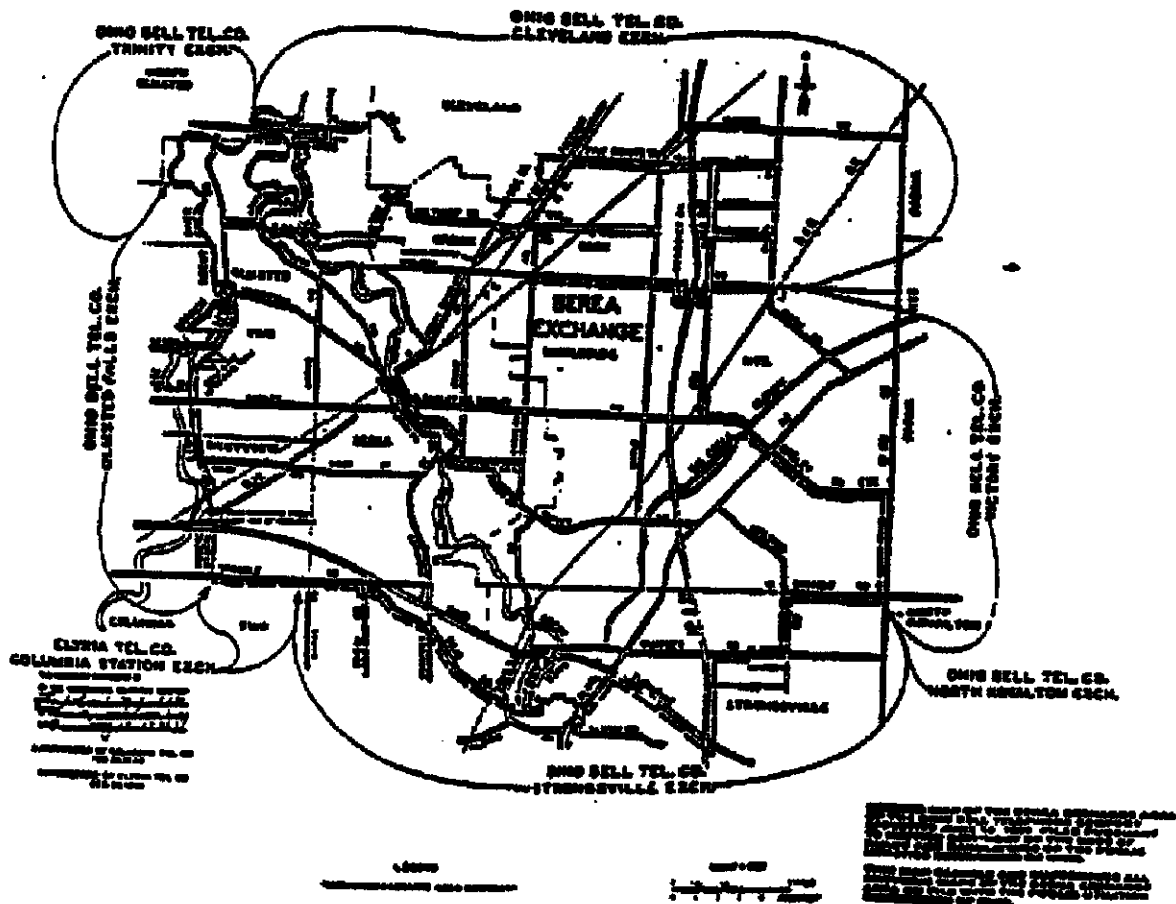
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Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 137

BEREA EXCHANGE AREA MAP



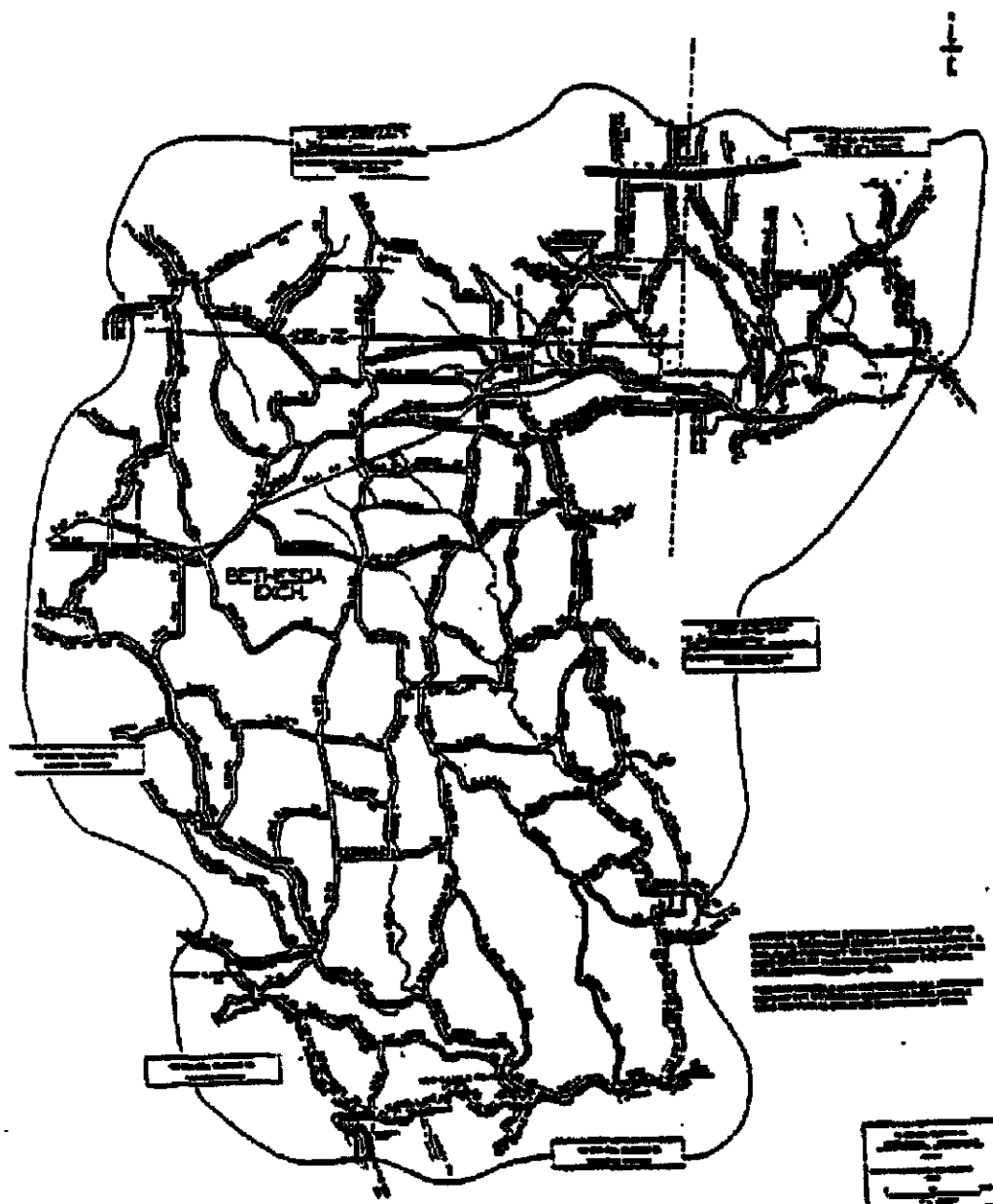
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BETHESDA EXCHANGE AREA MAP



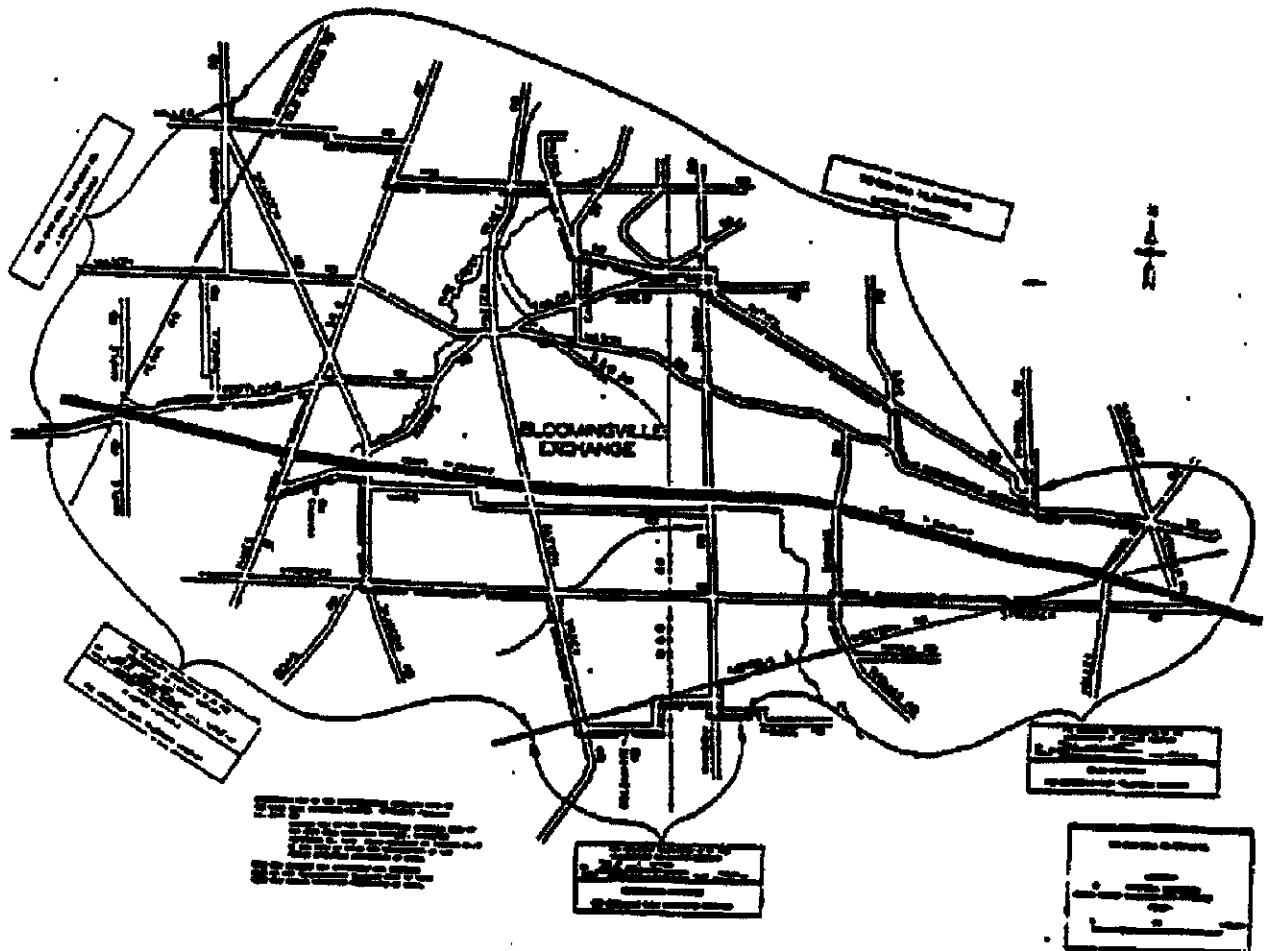
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BLOOMINGVILLE EXCHANGE AREA MAP



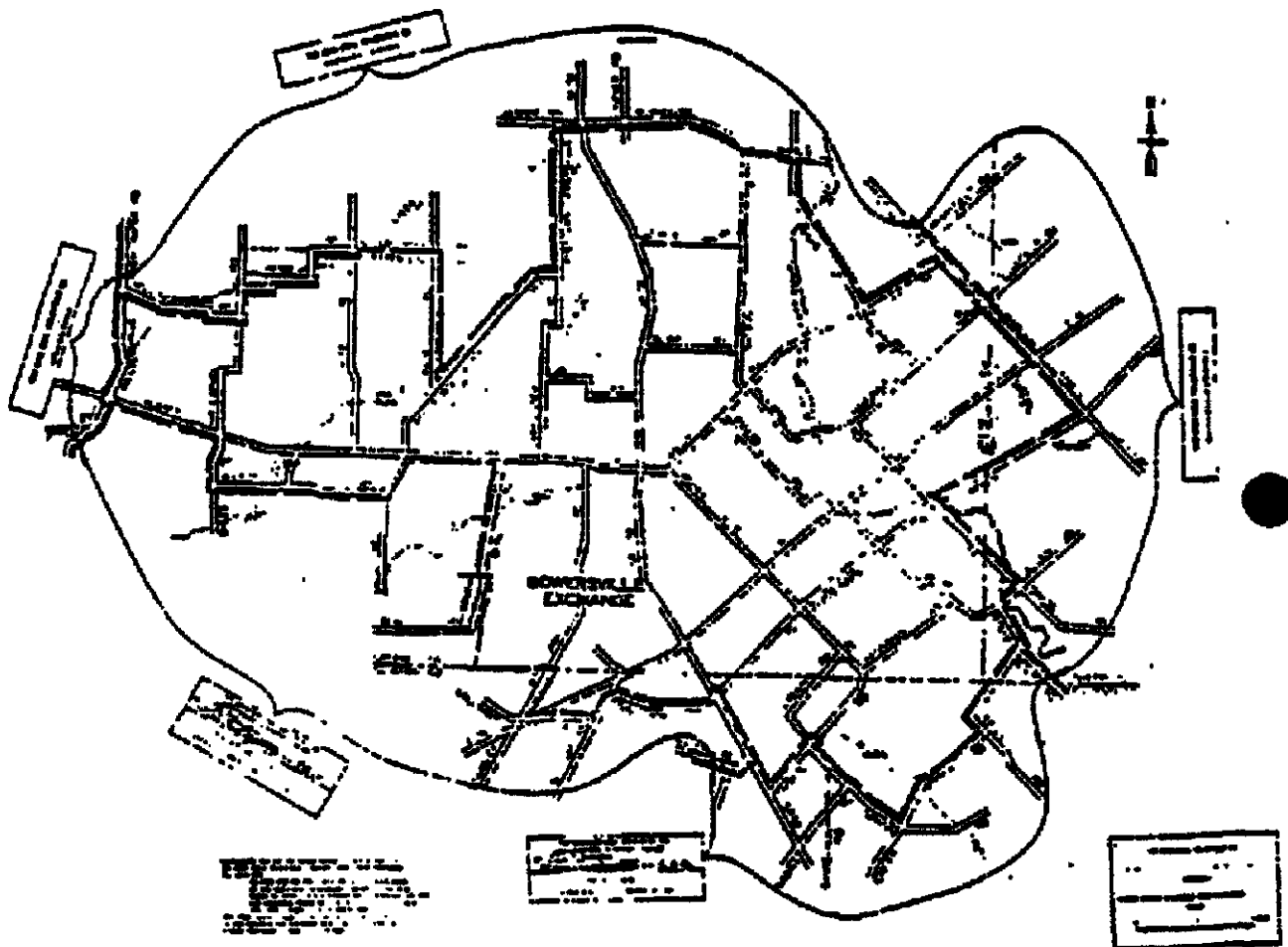
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BOWERSVILLE EXCHANGE AREA MAP



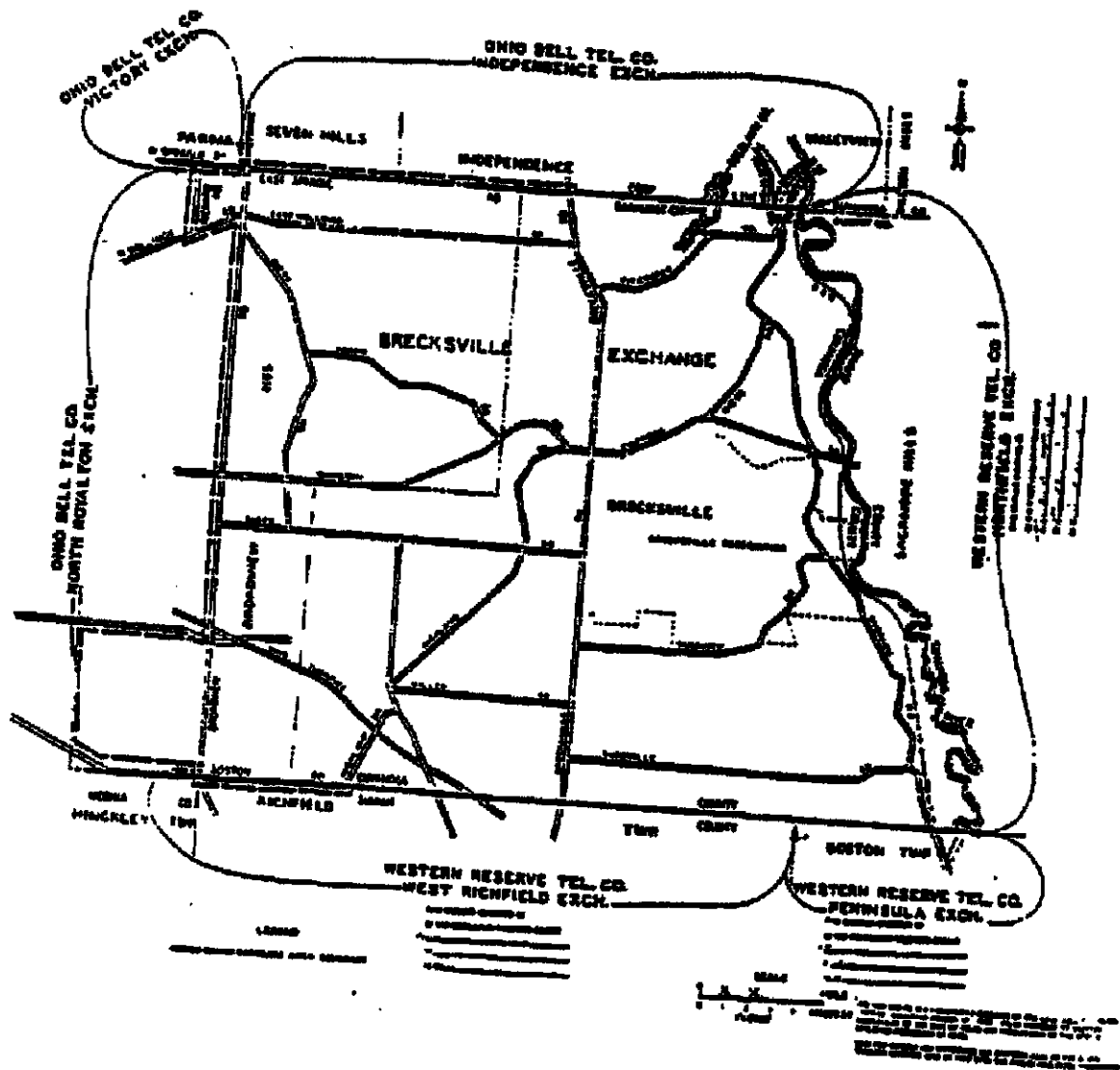
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BRECKSVILLE EXCHANGE AREA MAP



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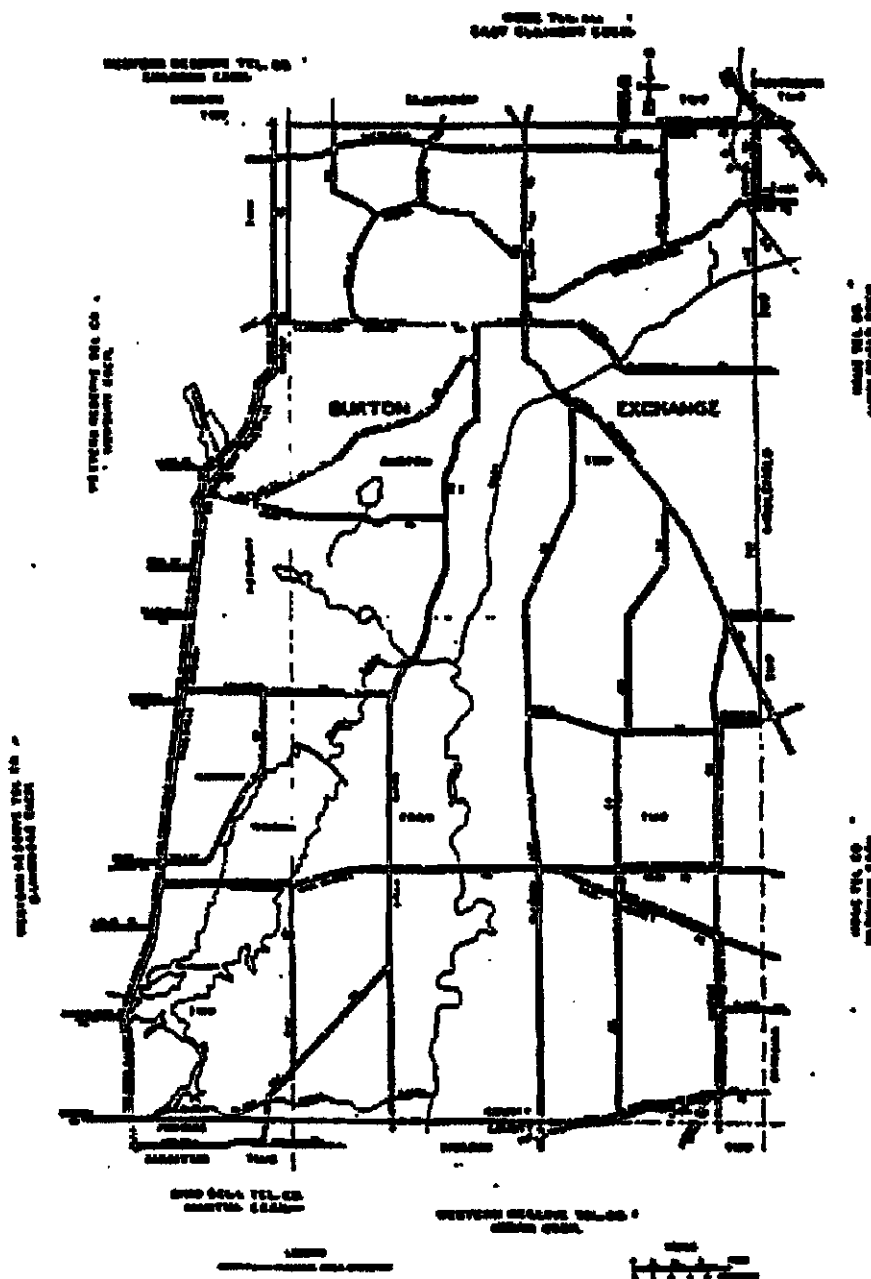
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Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 142

BURTON EXCHANGE AREA MAP



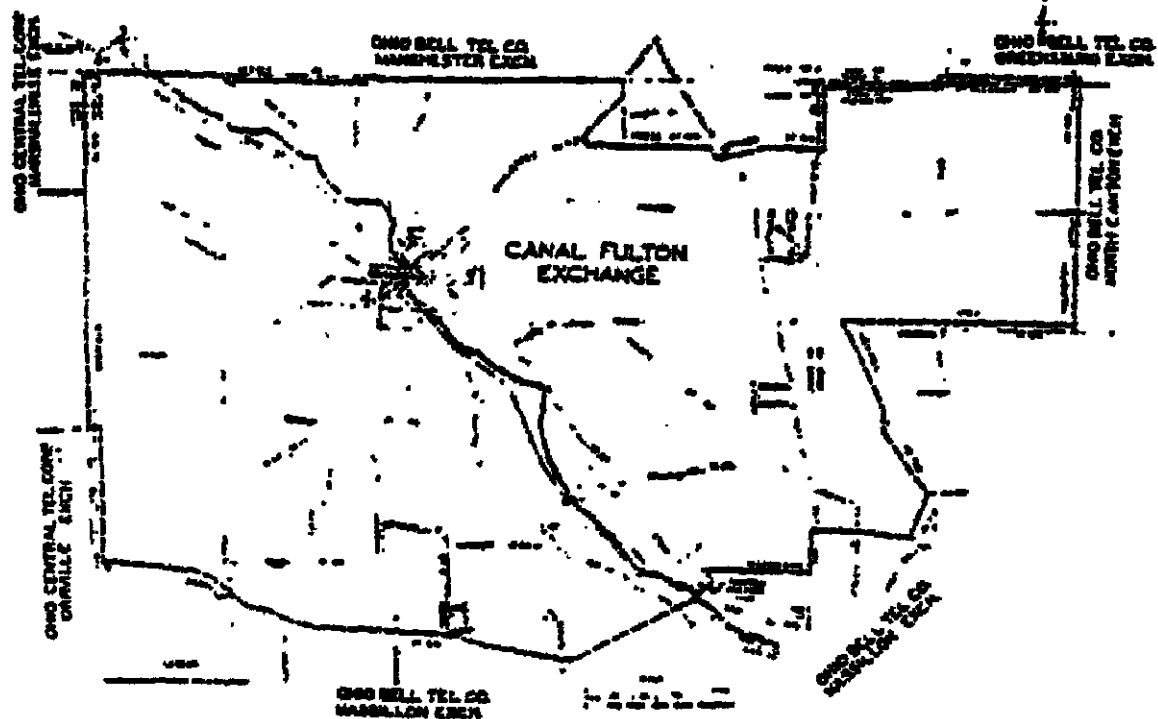
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CANAL FULTON EXCHANGE AREA MAP



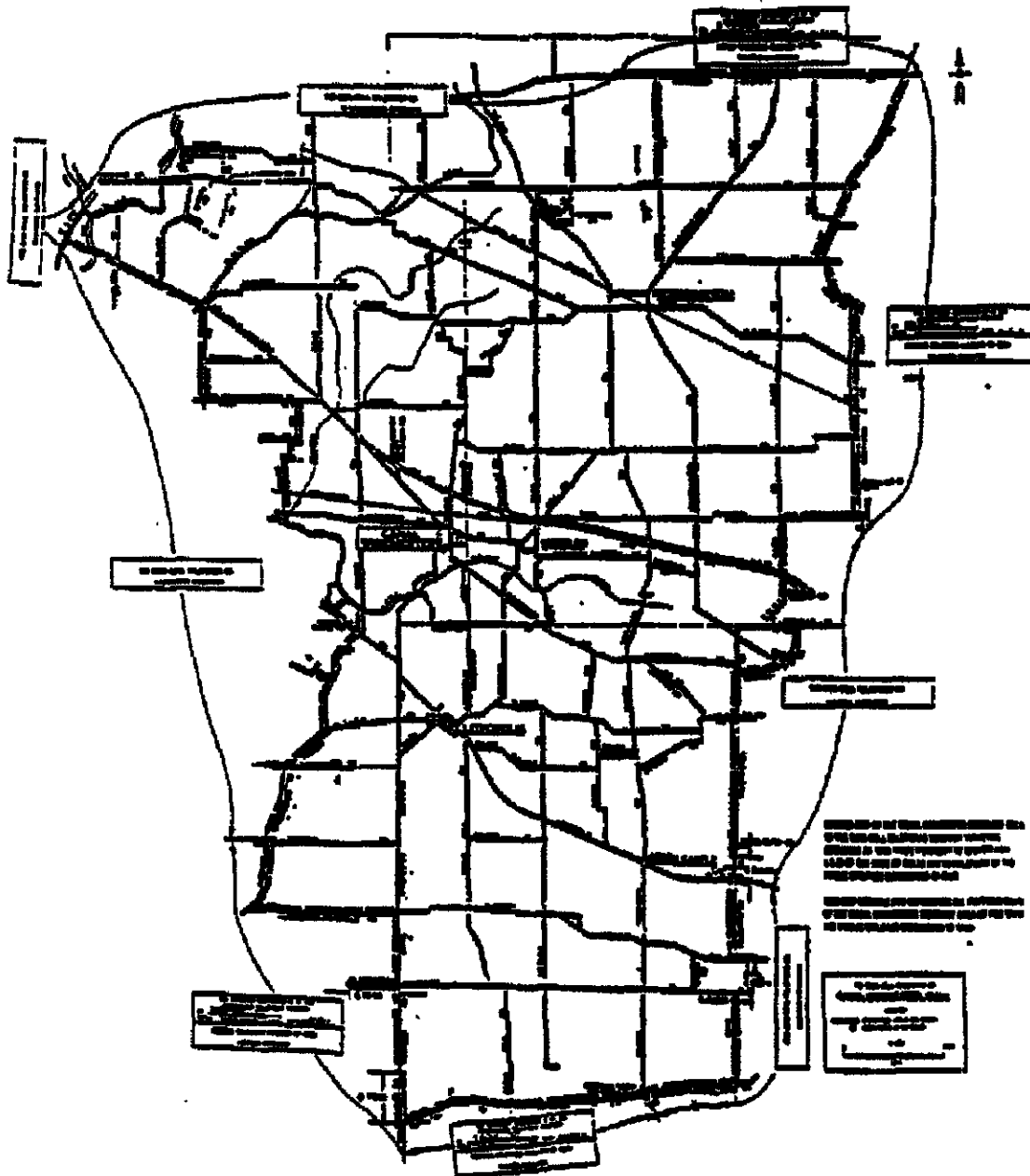
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CANAL WINCHESTER EXCHANGE AREA MAP



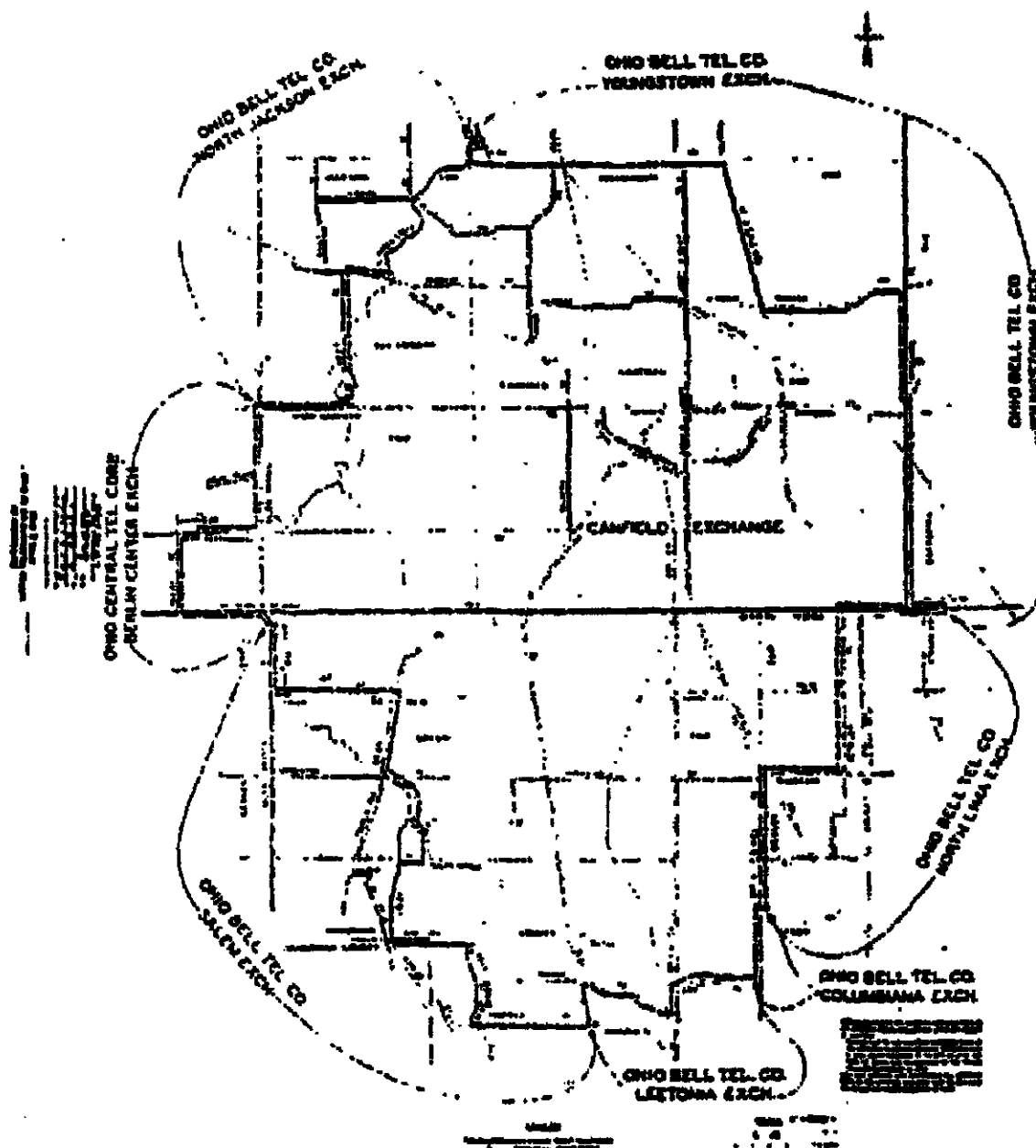
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CANFIELD EXCHANGE AREA MAP



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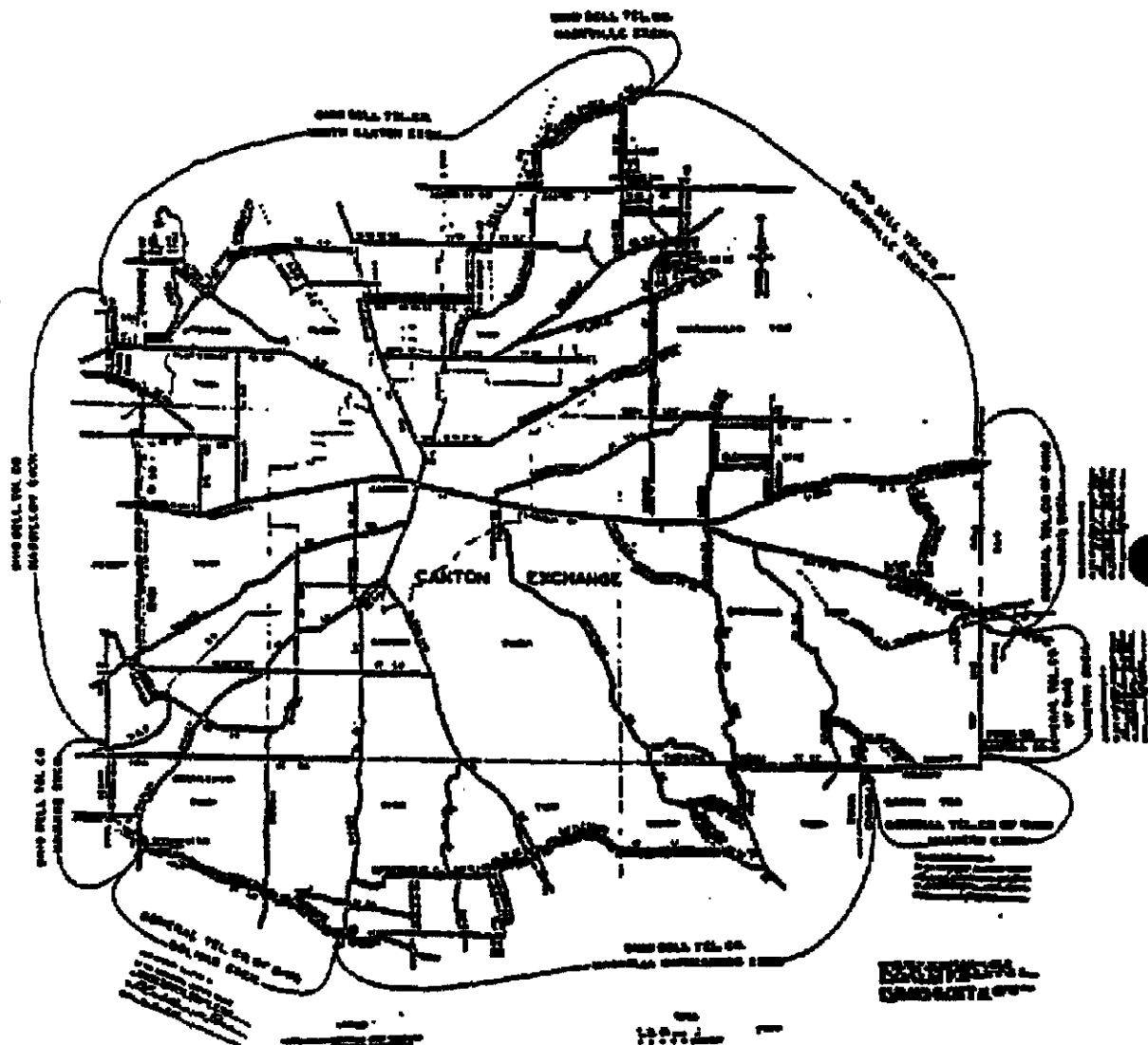
Bernie Stevens, President
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4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 145

CANTON EXCHANGE AREA MAP



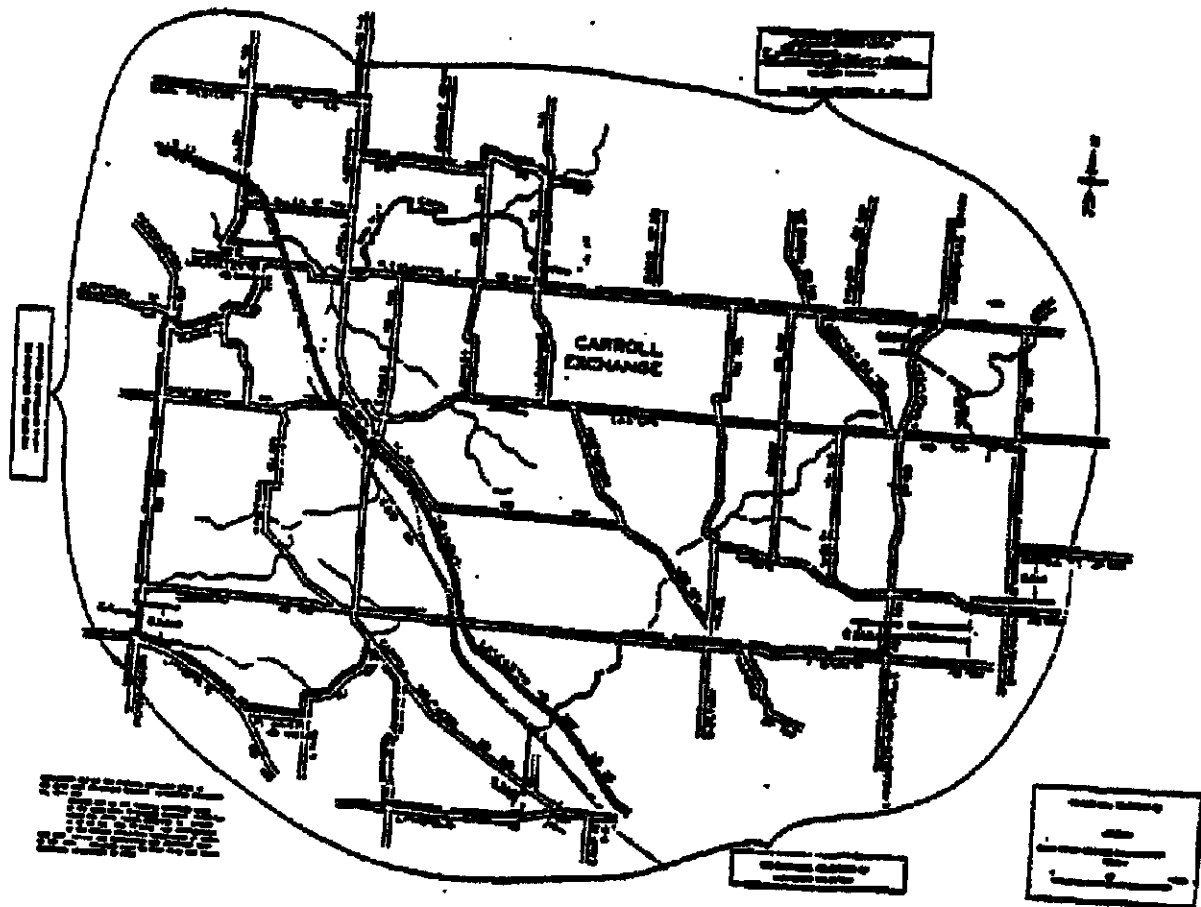
Issued:

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CARROLL EXCHANGE AREA MAP



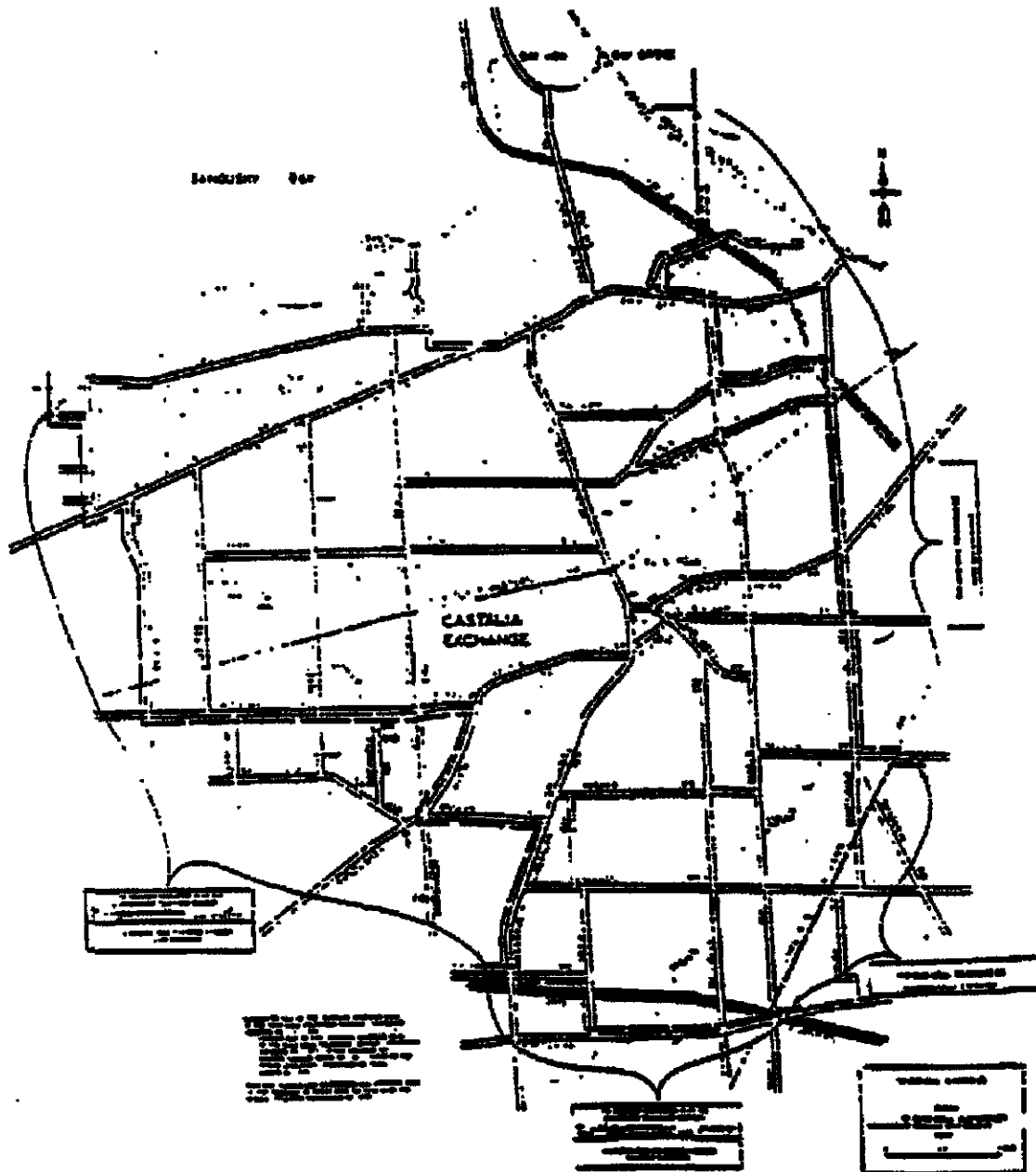
Issued:

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PNG Telecommunications, Inc.
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CASTALIA EXCHANGE AREA MAP



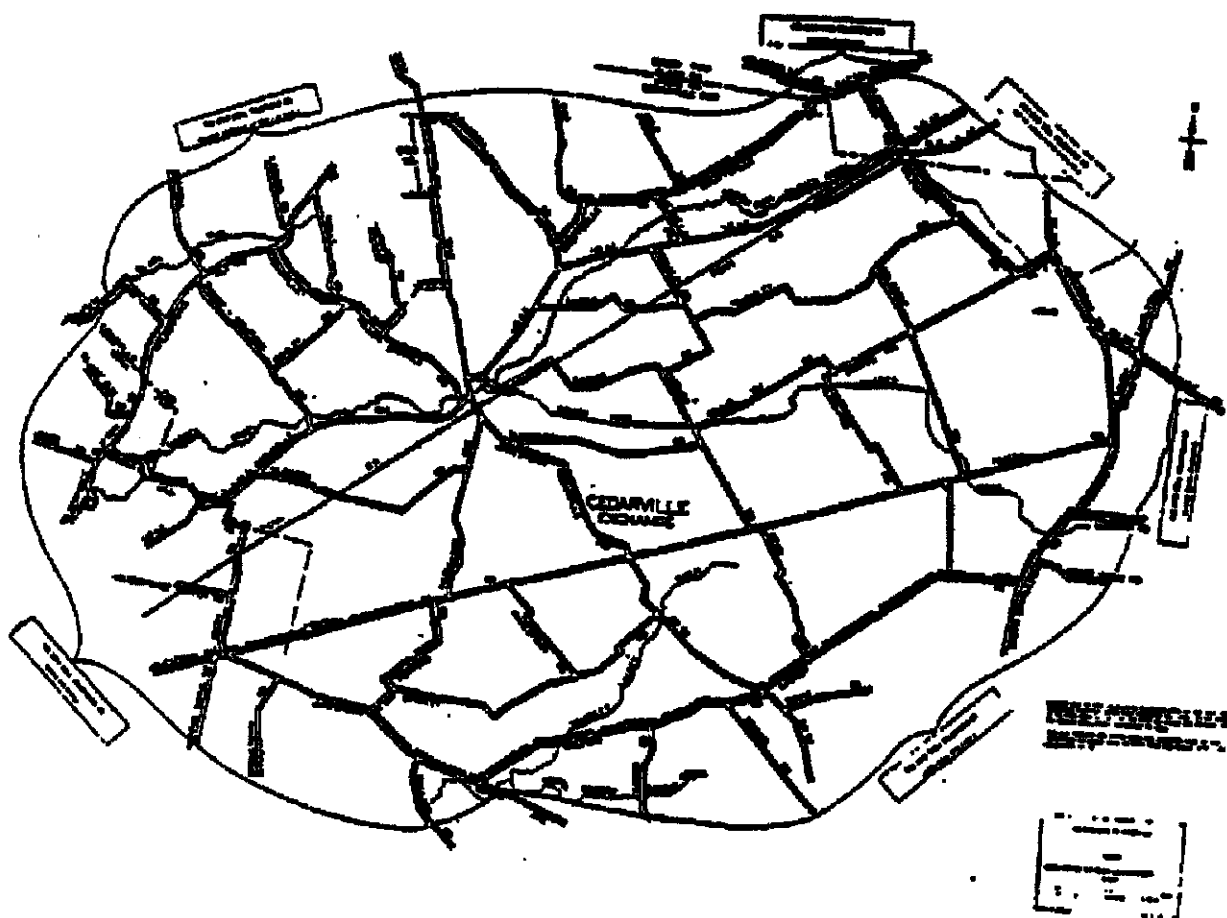
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PNG Telecommunications, Inc.
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CEDARVILLE EXCHANGE AREA MAP



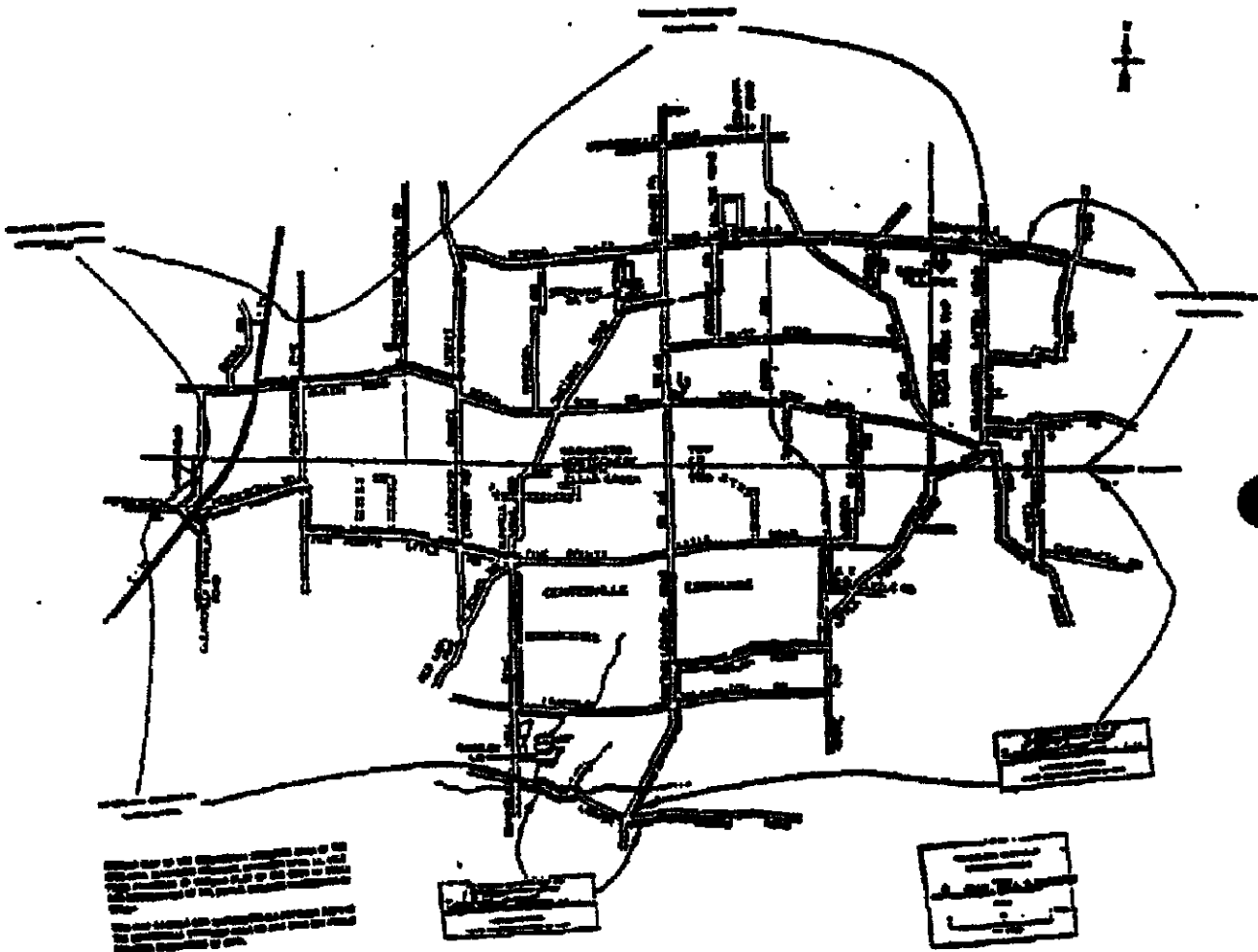
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CENTERVILLE EXCHANGE AREA MAP



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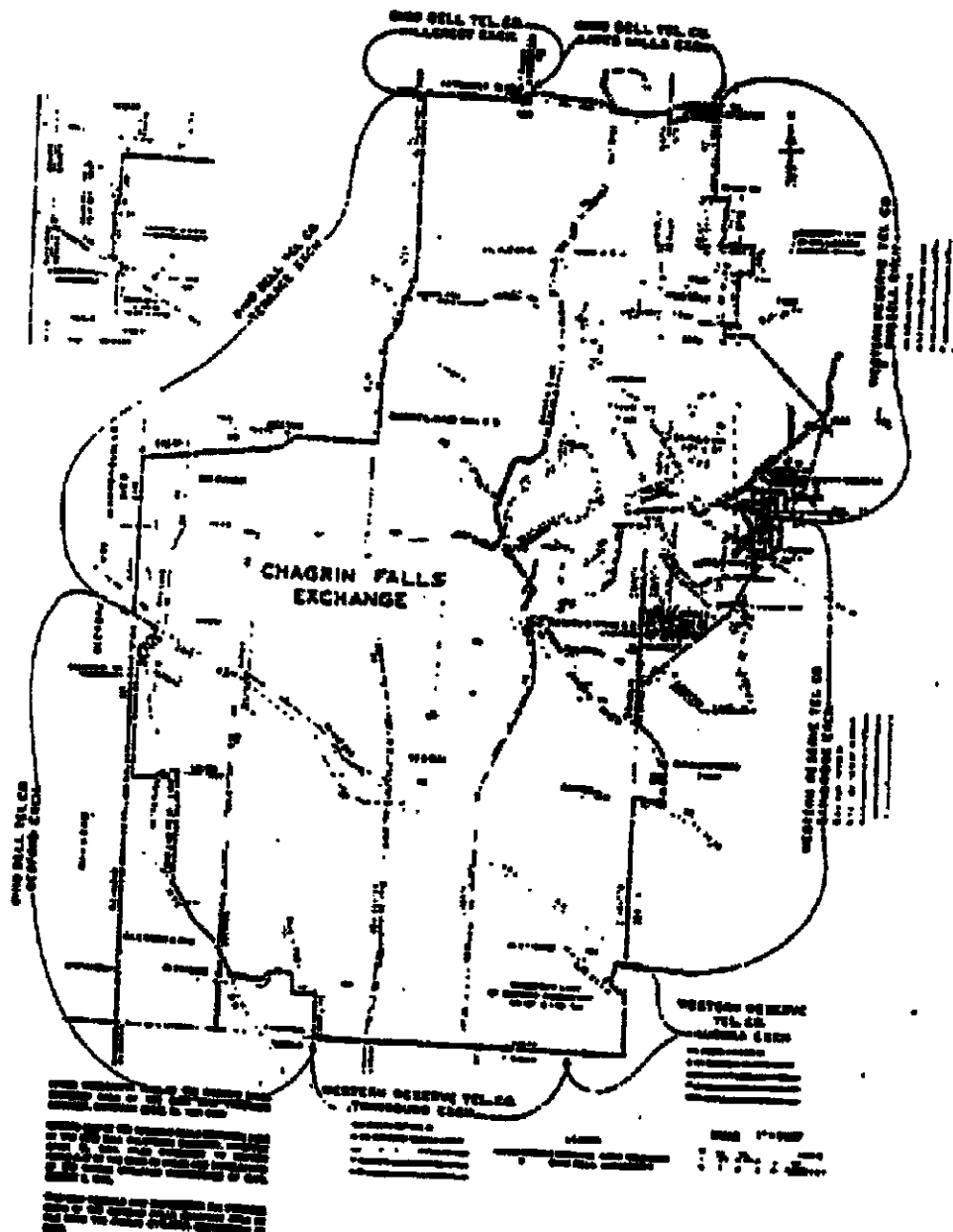
Effective:

In accordance with Case No. _____, Issued _____

Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 151

CHAGRIN FALLS EXCHANGE AREA MAP



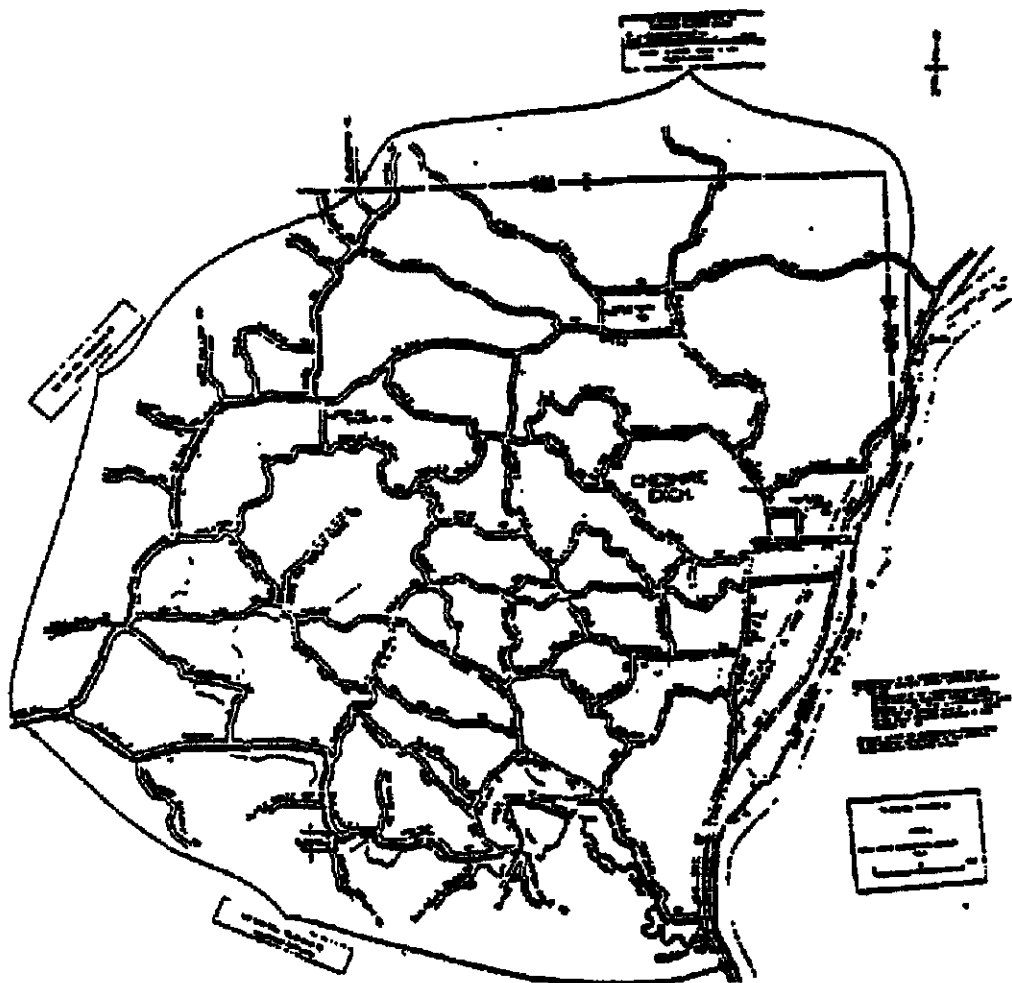
Issued:

Effective:

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CHESHIRE EXCHANGE AREA MAP



Issued:

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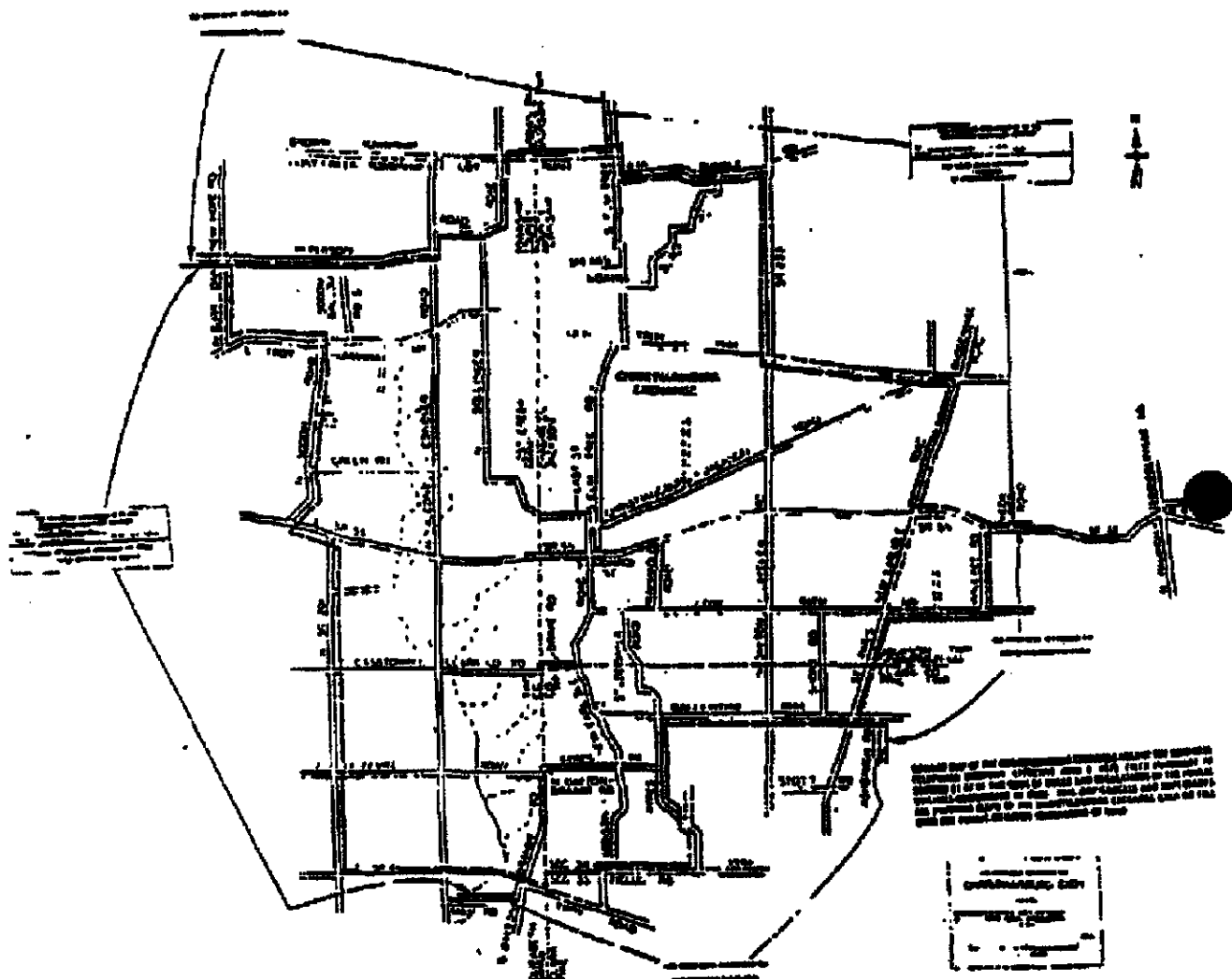
Original Sheet No. 153

[illegible]

Effective:

In accordance with Case No. _____ issued _____

CHRISTIANSBURG EXCHANGE AREA MAP.



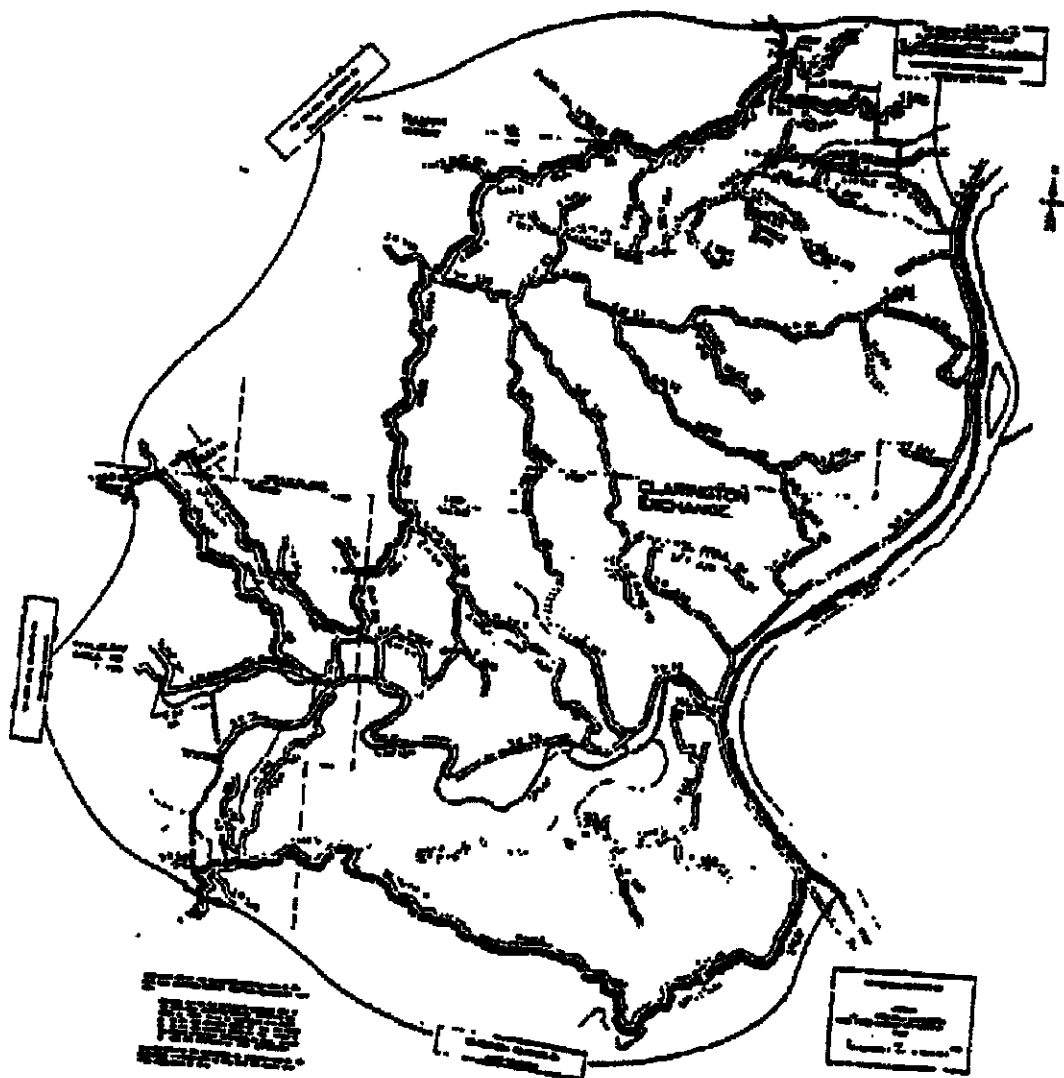
ឆ្នាំប្រចាំ:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246**

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CLARINGTON EXCHANGE AREA MAP



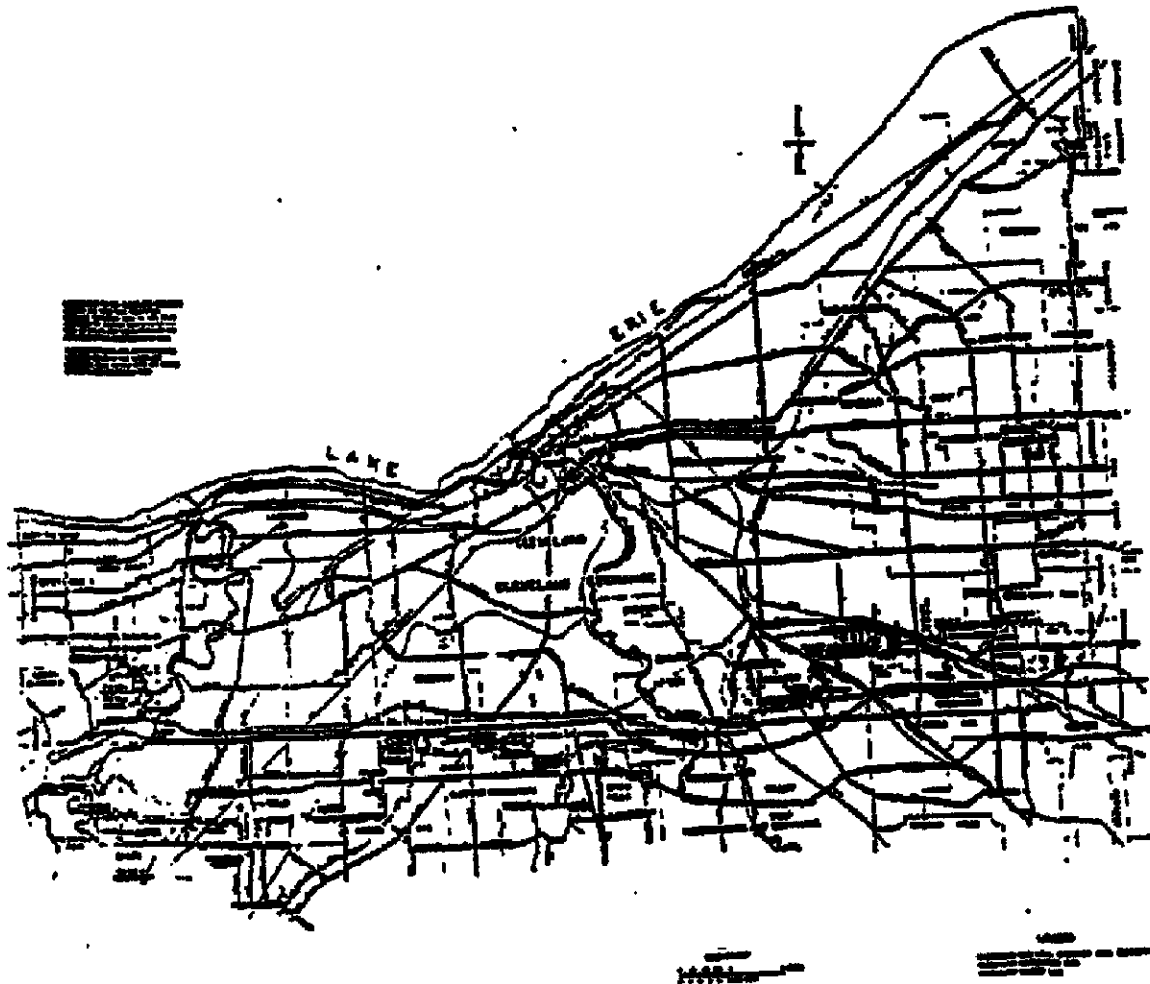
Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

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CLEVELAND EXCHANGE AREA MAP



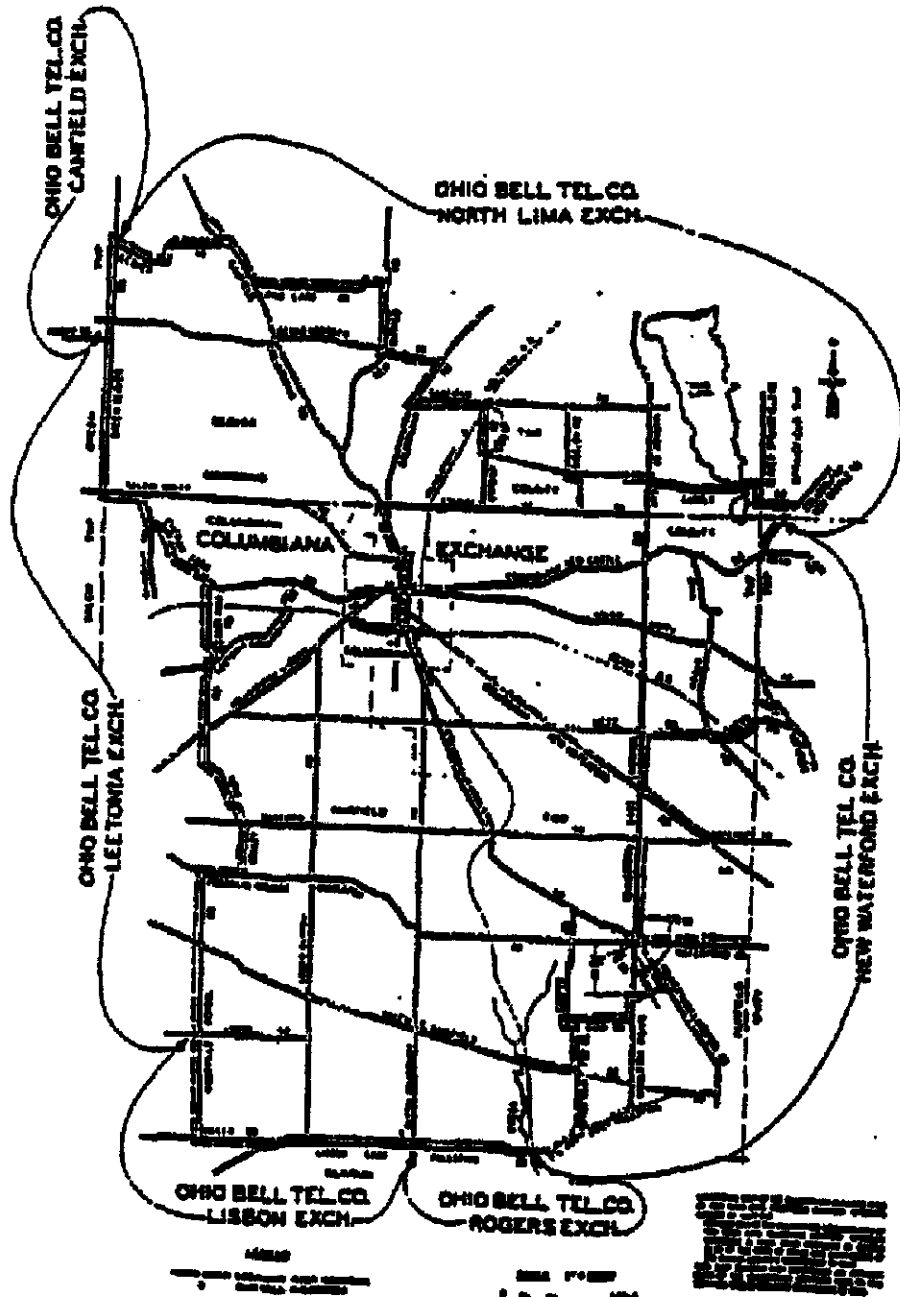
Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
4936 Business Center Way
Cincinnati, Ohio 45246

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COLUMBIANA EXCHANGE AREA MAP



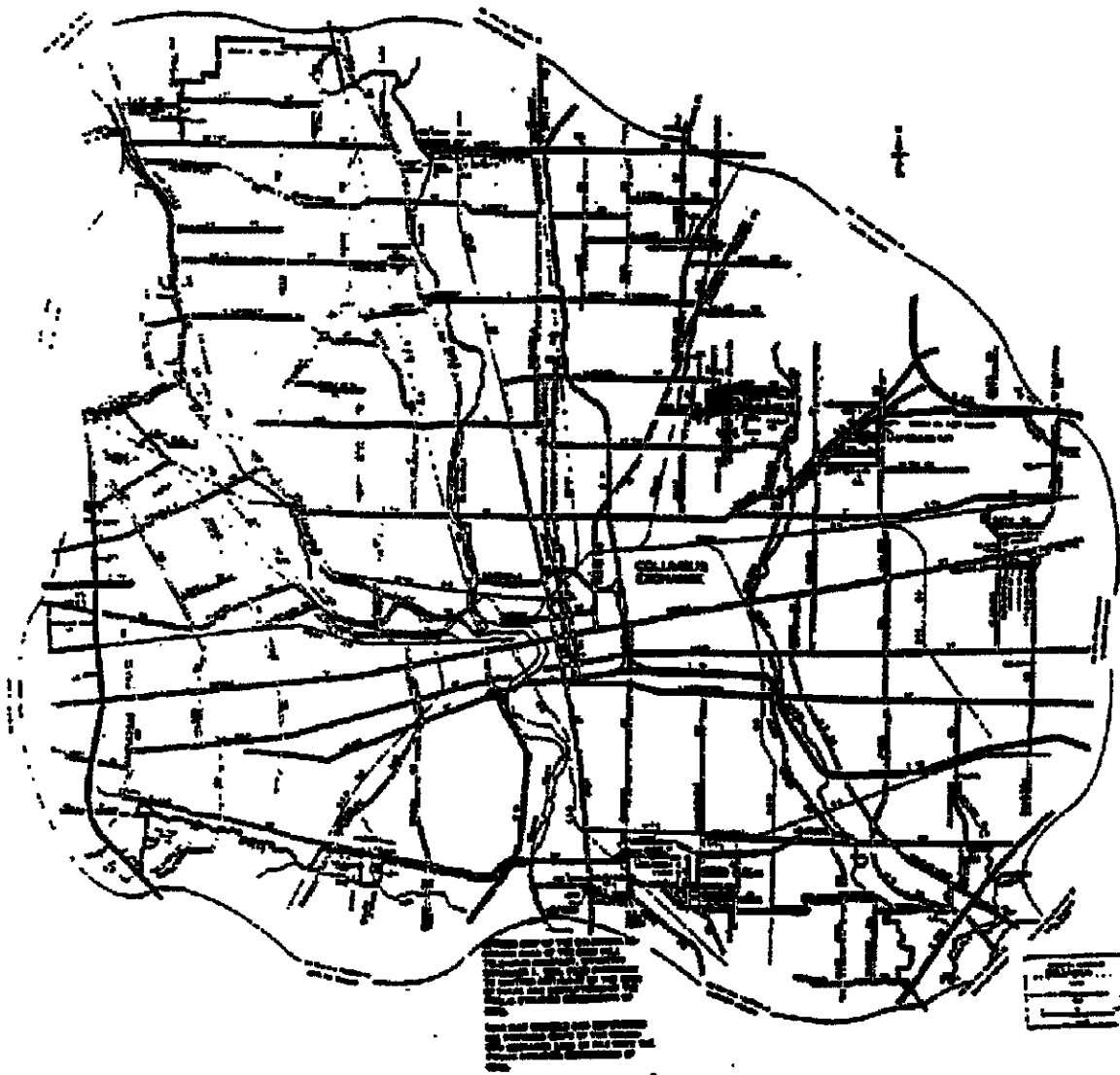
issued:

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**Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
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COLUMBUS EXCHANGE AREA MAP



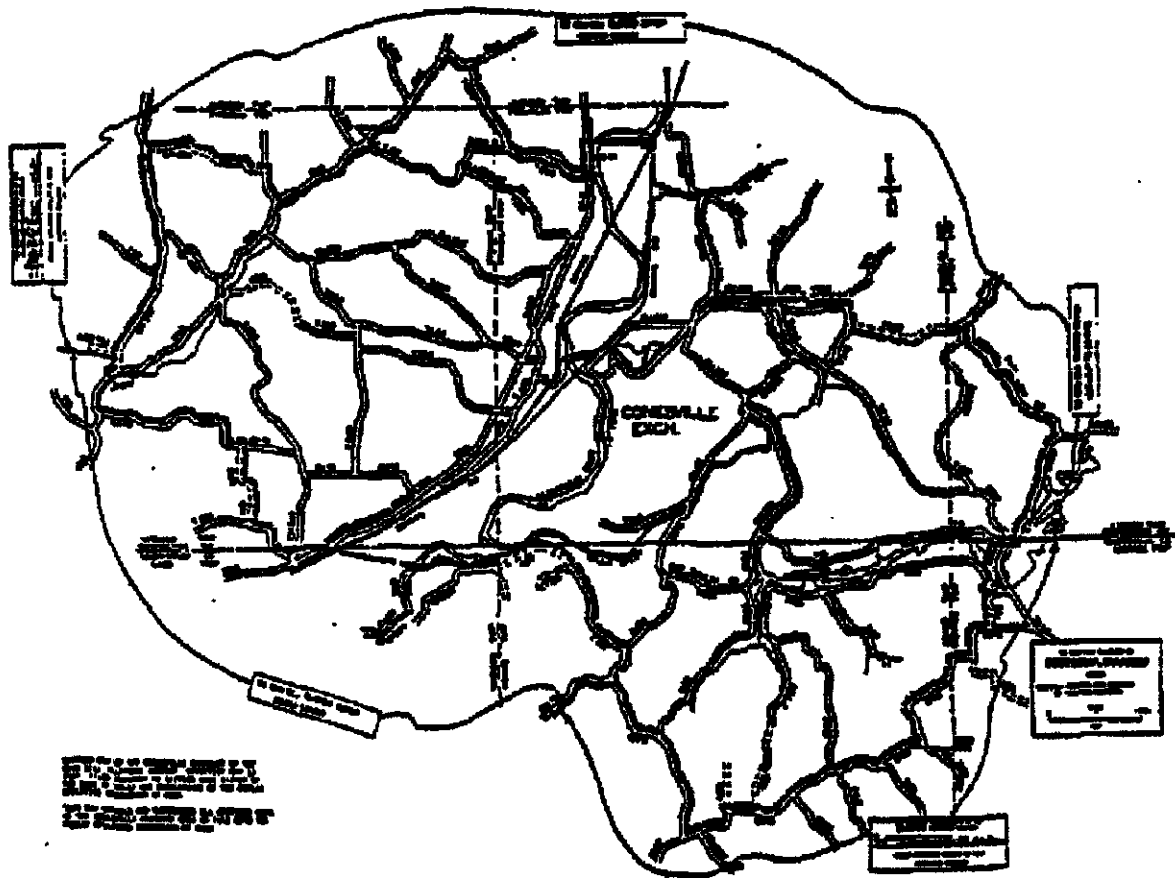
Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
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CONESVILLE EXCHANGE AREA MAP



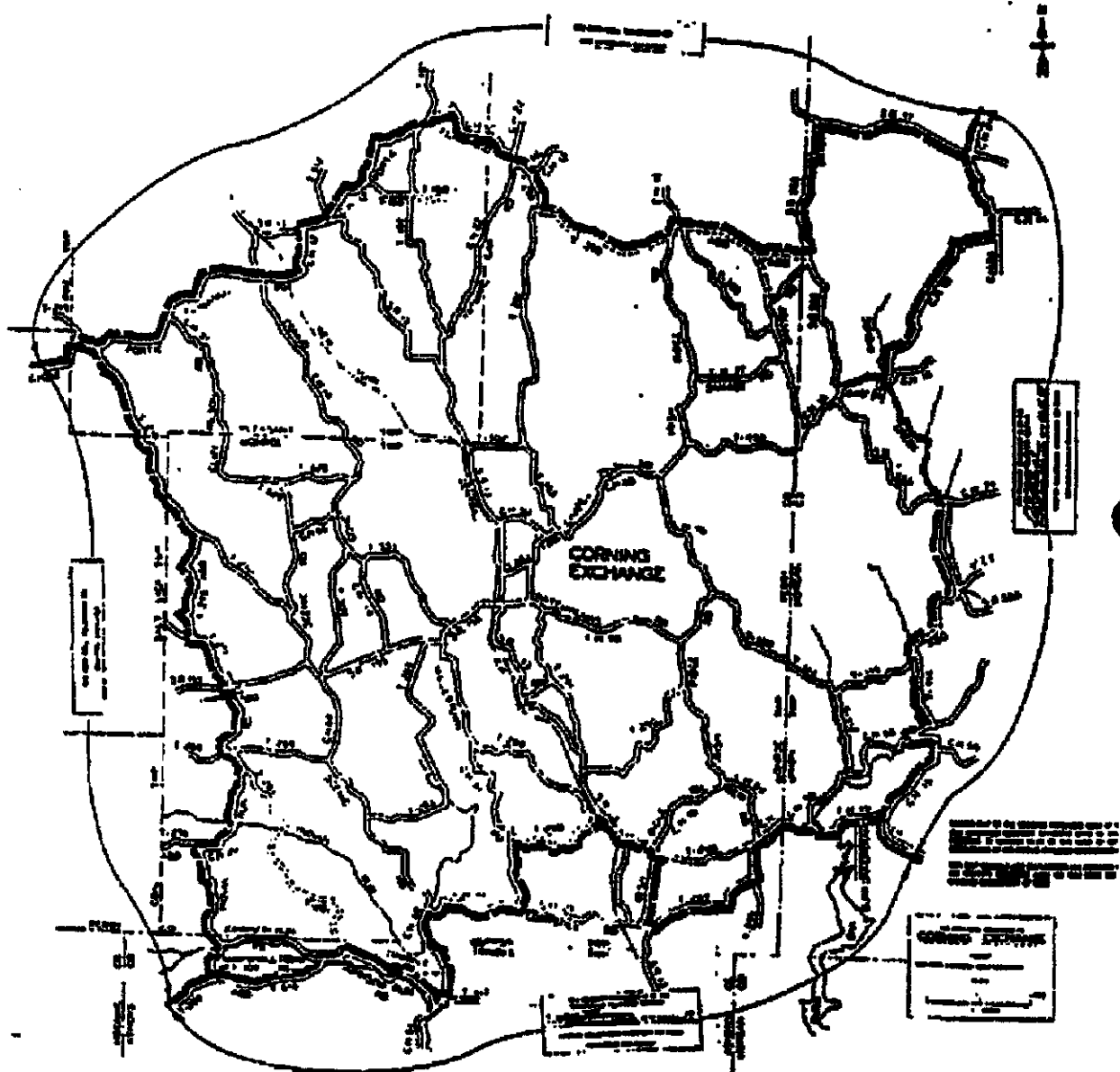
Issued:

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4938 Business Center Way
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CORNING EXCHANGE AREA MAP



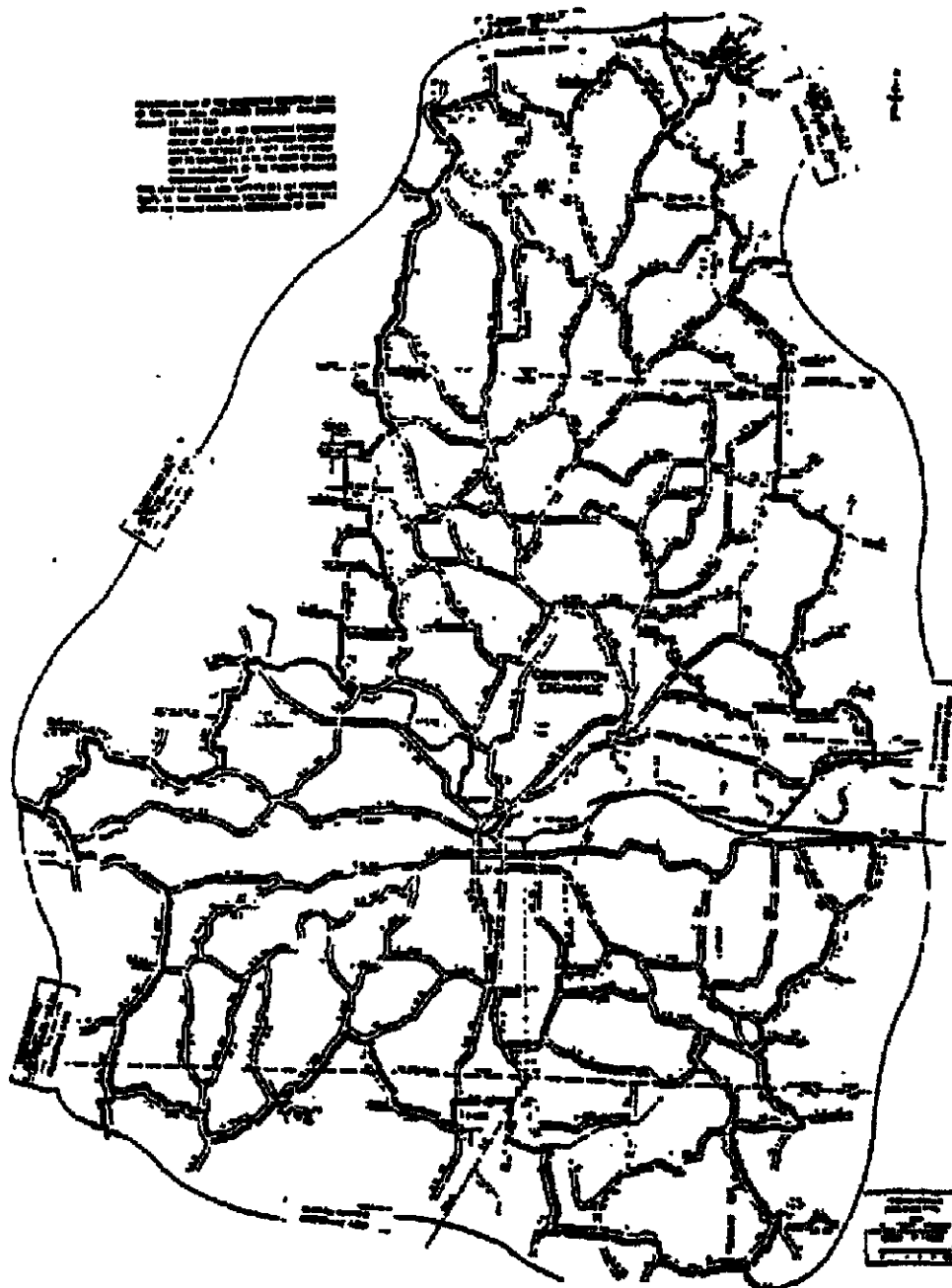
Issued:

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4638 Business Center Way
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COSHOCTON EXCHANGE AREA MAP



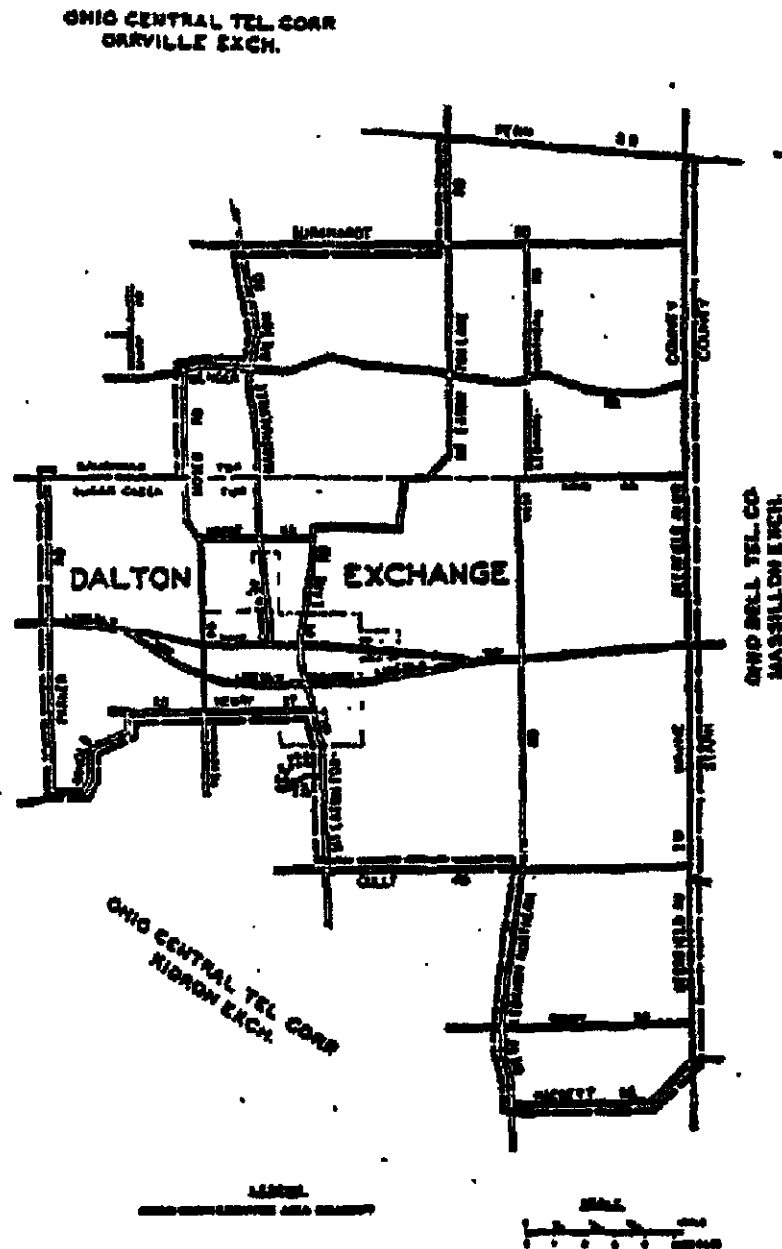
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DALTON EXCHANGE AREA MAP



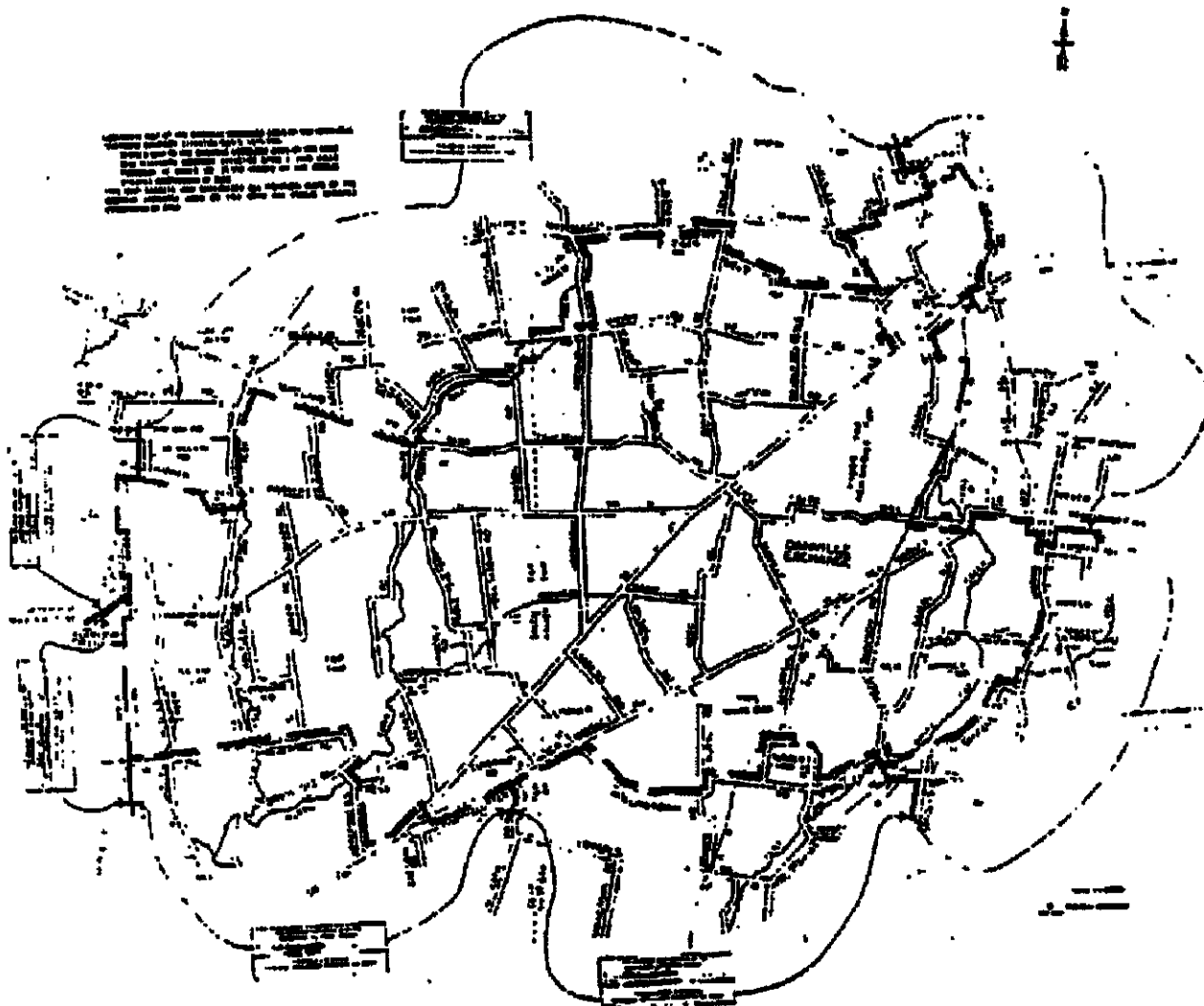
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DANVILLE EXCHANGE AREA MAP



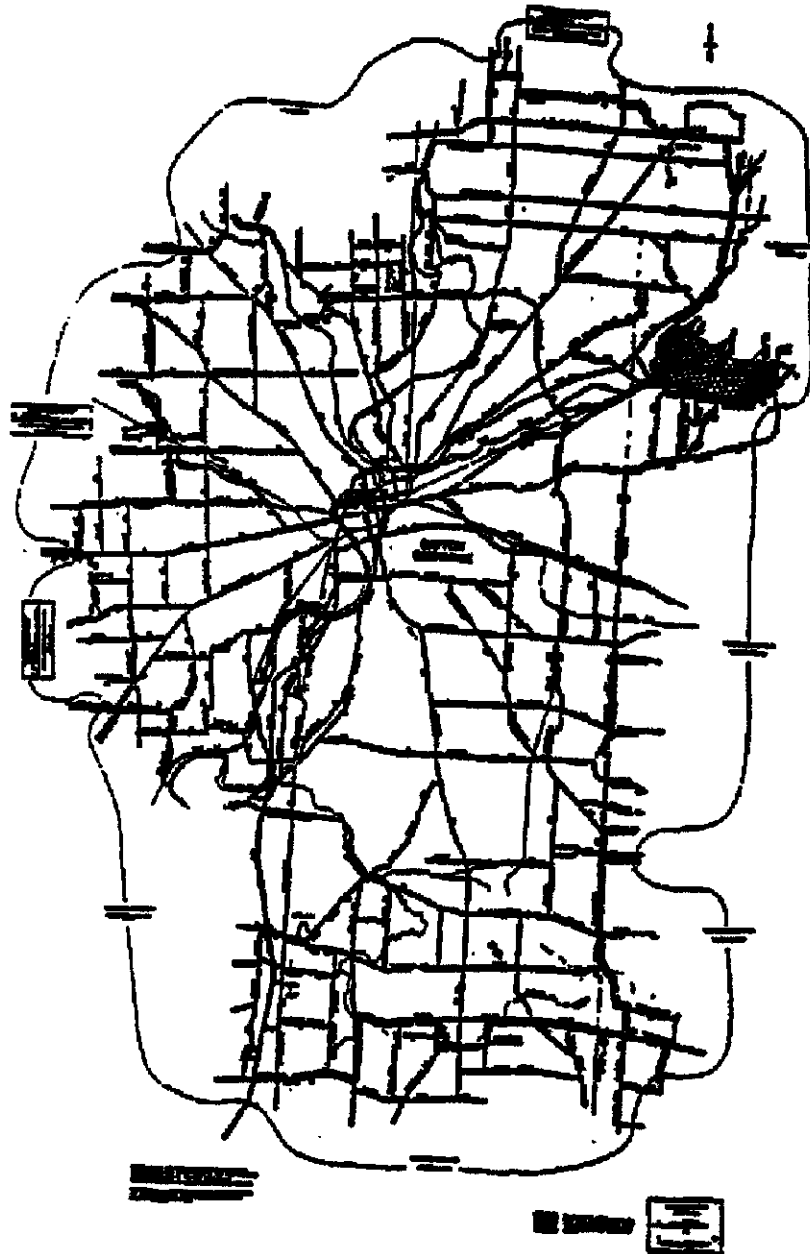
Issued:

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PNG Telecommunications, Inc.
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DAYTON EXCHANGE AREA MAP



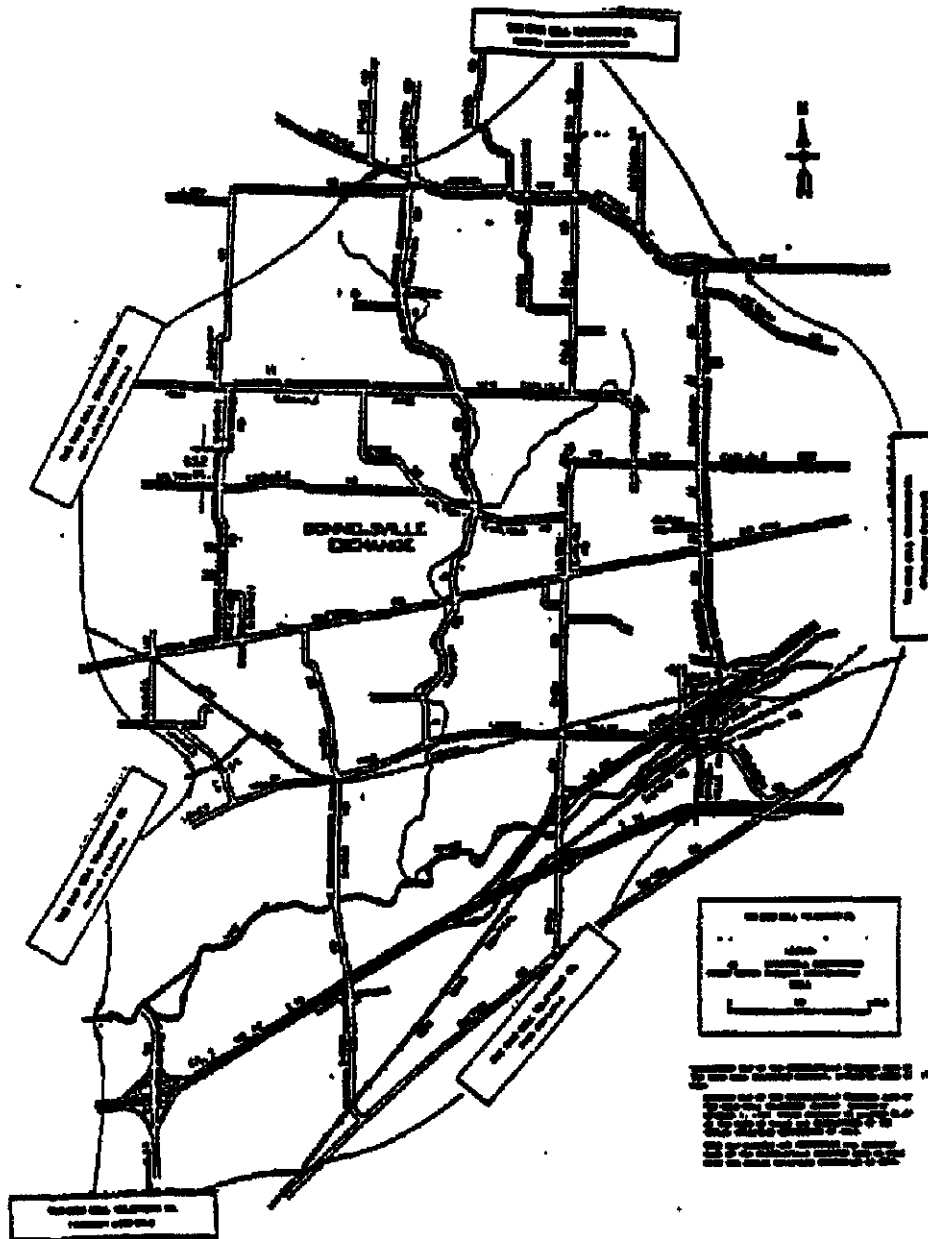
Issued:

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DONNELSVILLE EXCHANGE AREA MAP



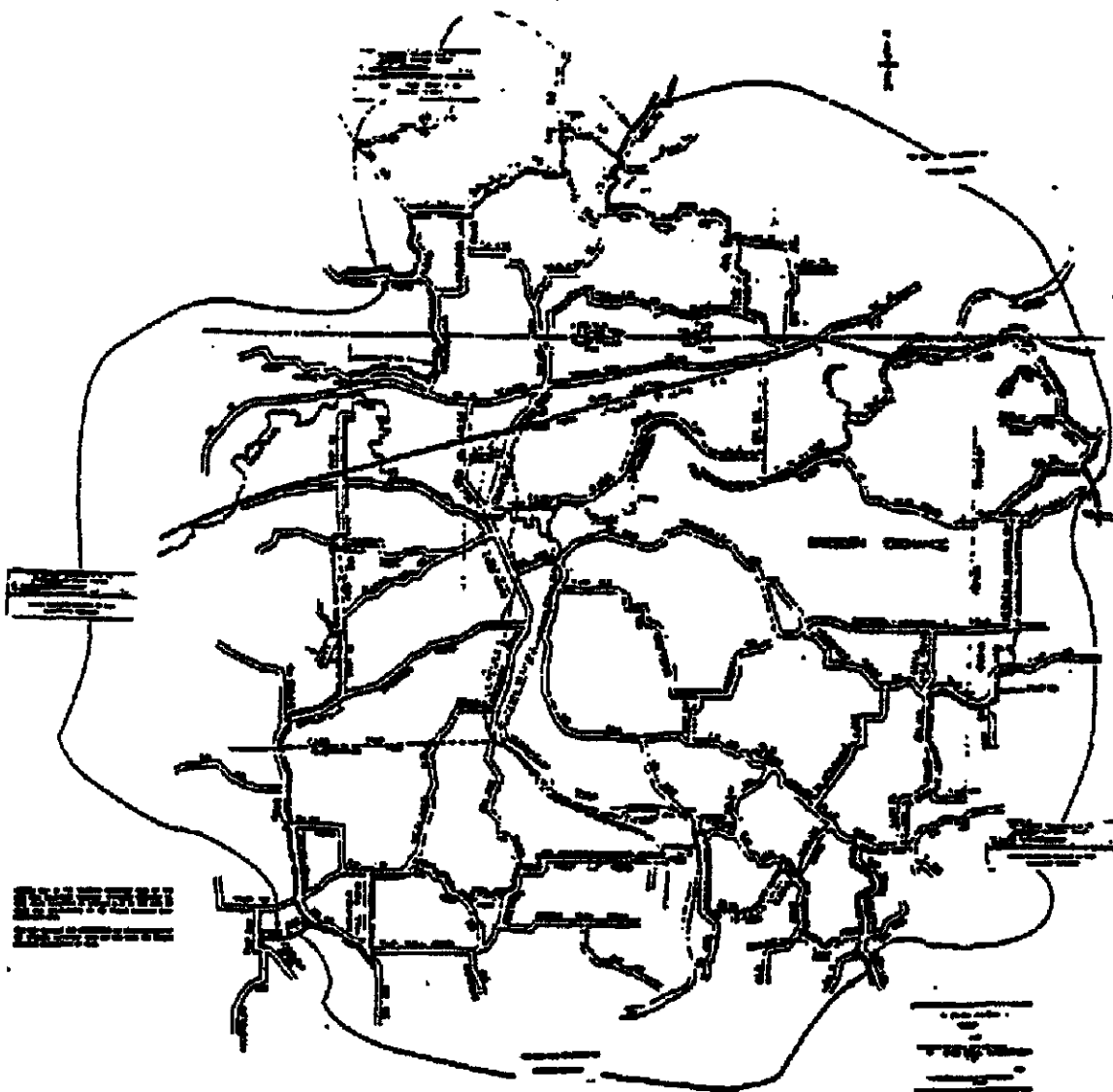
Issued:

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PNG Telecommunications, Inc.
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Cincinnati, Ohio 45246

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DRESDEN EXCHANGE AREA MAP



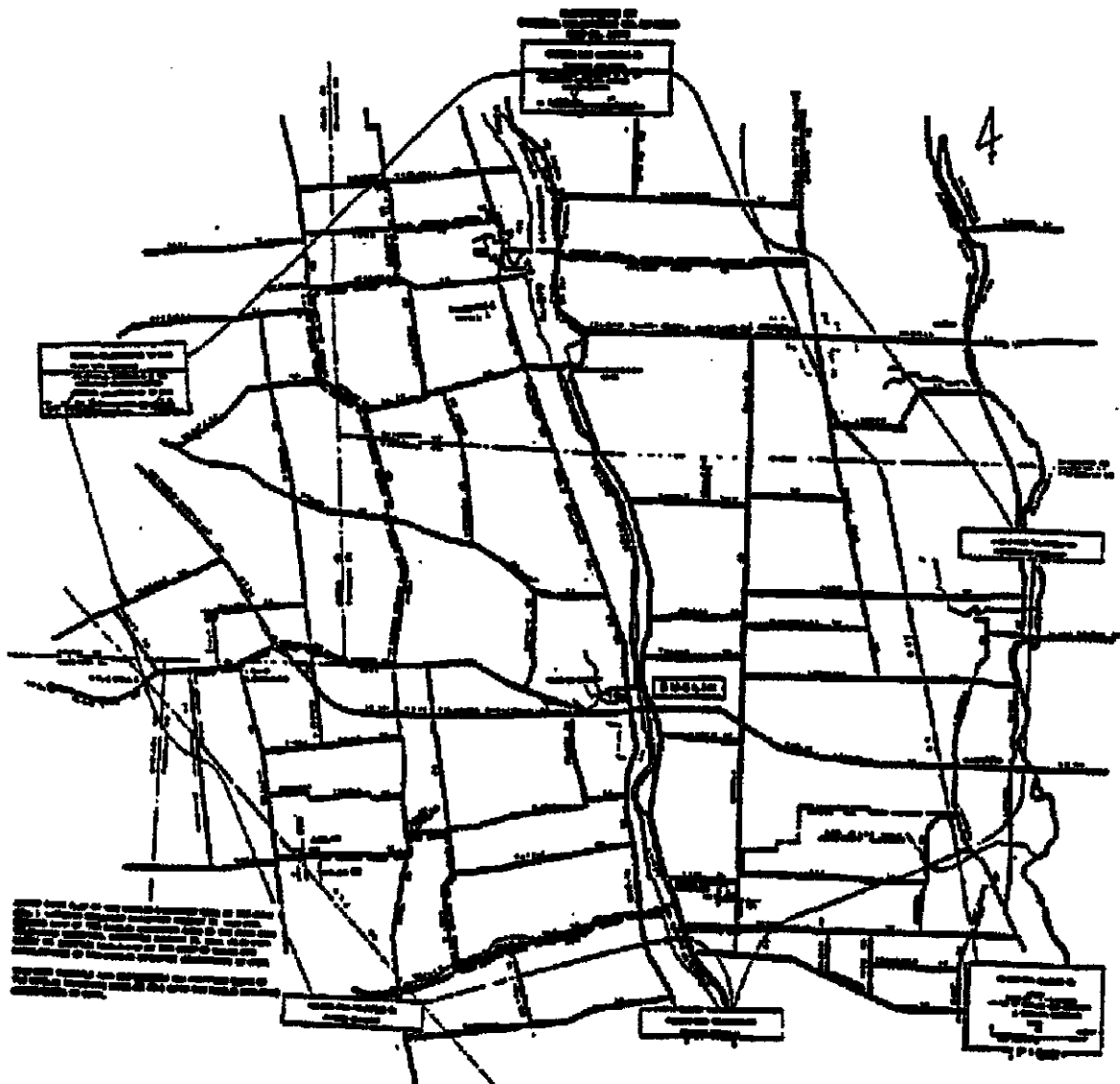
Issued:

Effective:

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In accordance with Case No. _____, issued _____

DUBLIN EXCHANGE AREA MAP



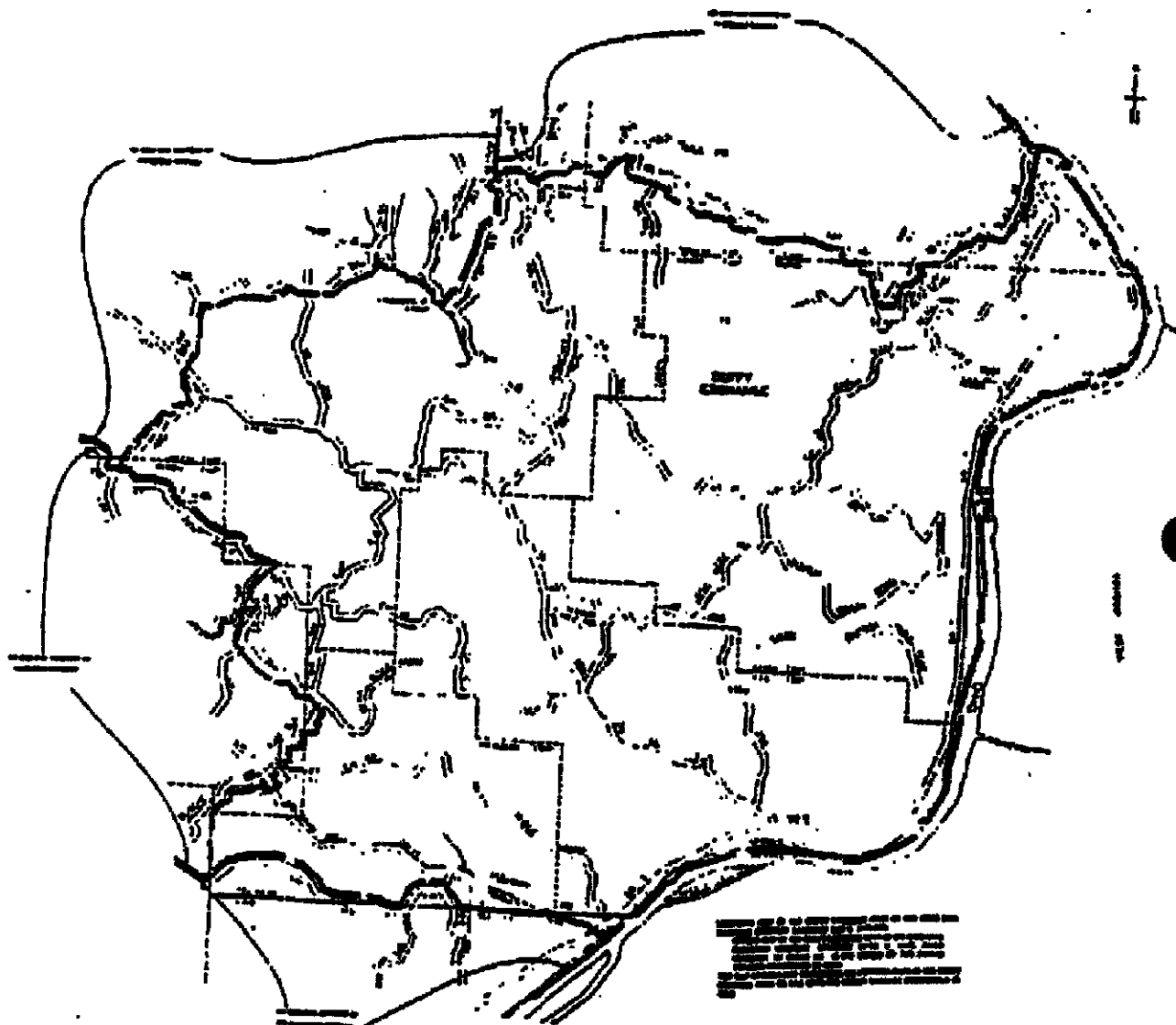
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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

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DUFFY EXCHANGE AREA MAP



Issued:

Effective:

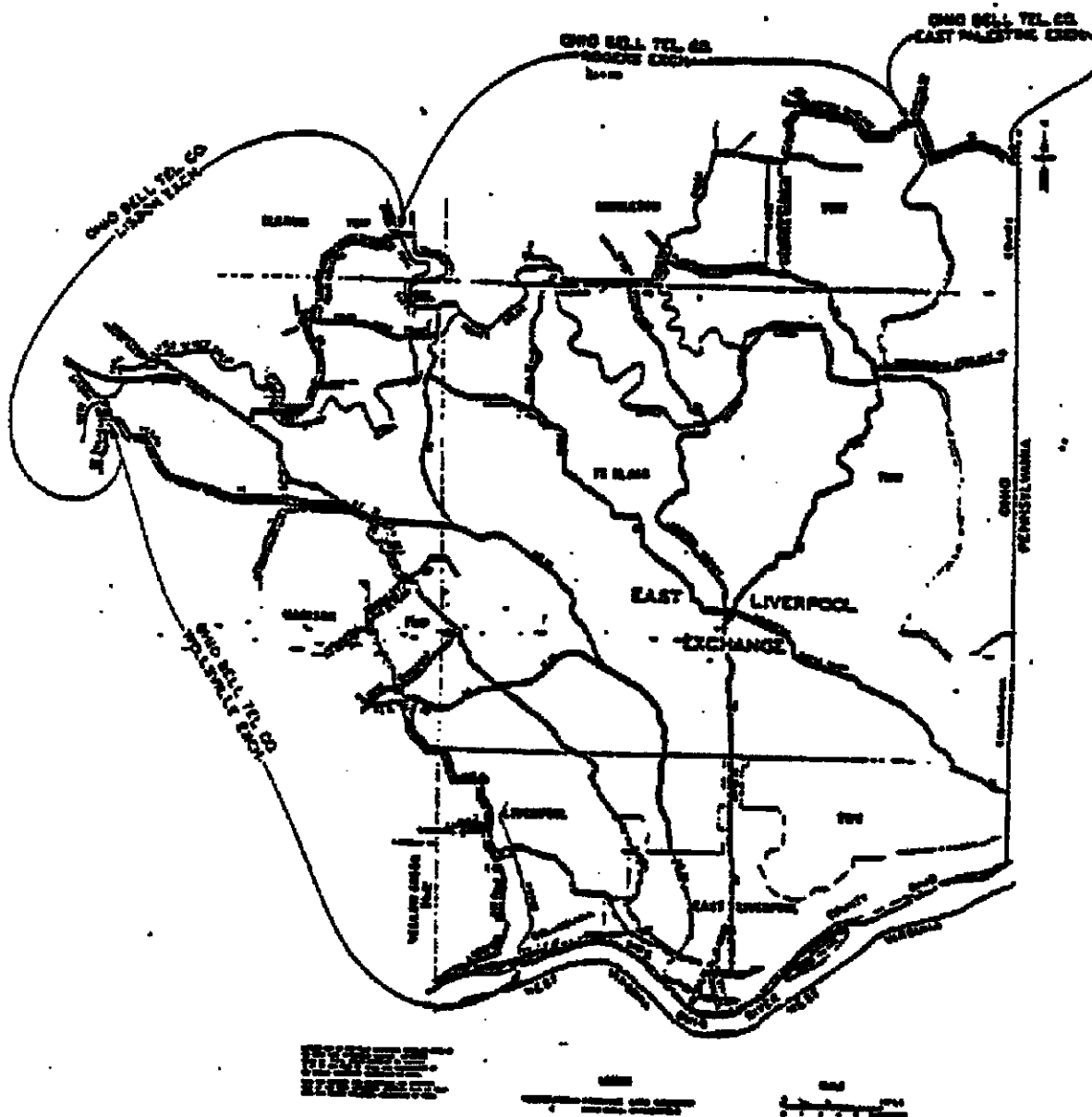
Bernie Stevens, President
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4938 Business Center Way
Cincinnati, Ohio 45246

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Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 169

EAST LIVERPOOL EXCHANGE AREA MAP



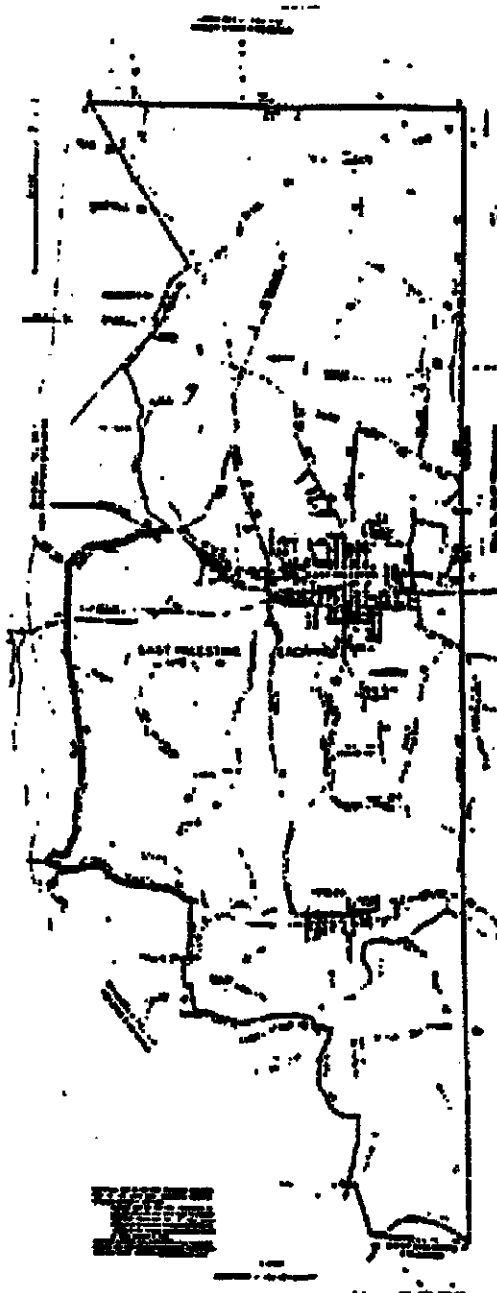
Issued:

Effective:

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Cincinnati, Ohio 45246**

In accordance with Case No. _____, Issued _____

EAST PALESTINE EXCHANGE AREA MAP



Issued:

Effective:

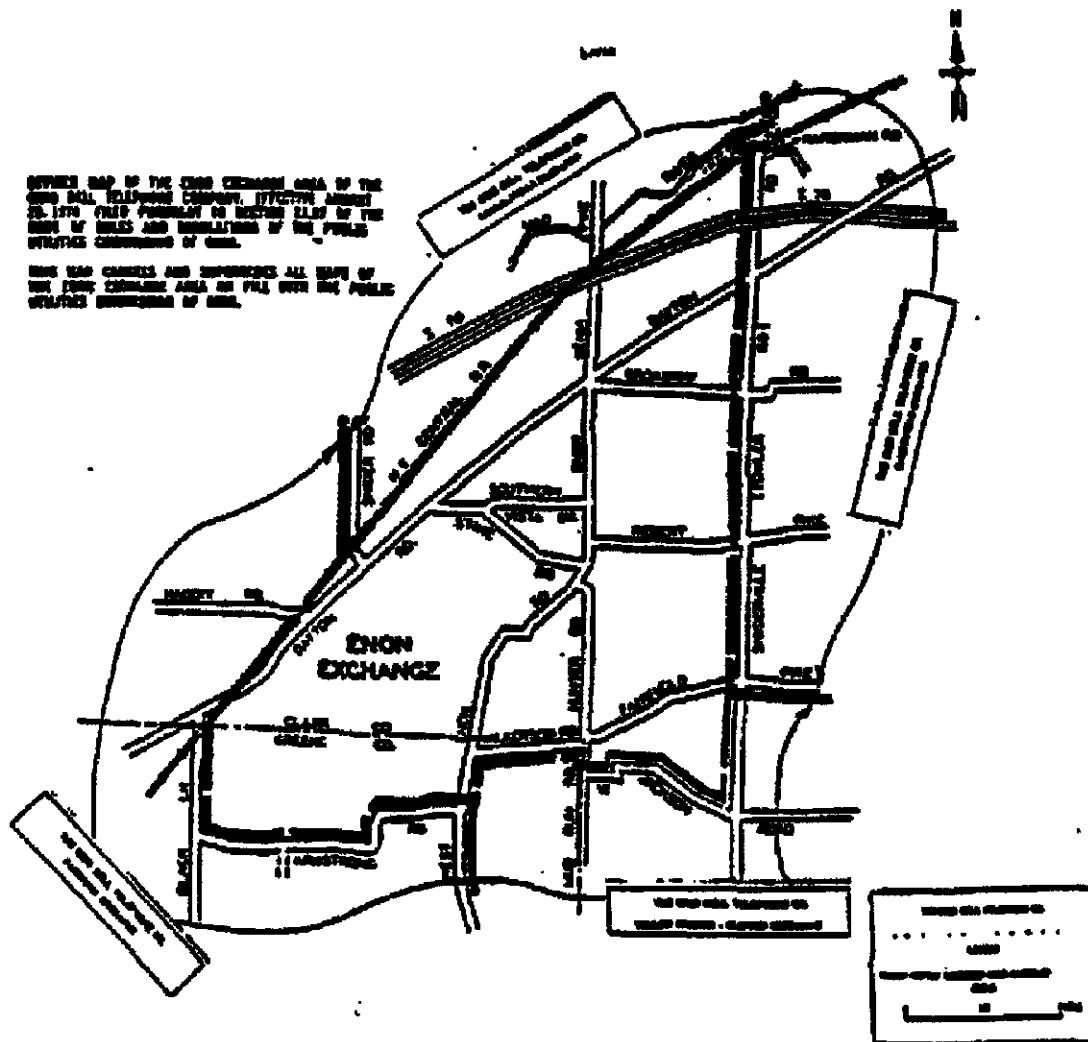
Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45248

In accordance with Case No. _____, issued _____

Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 171

ENON EXCHANGE AREA MAP



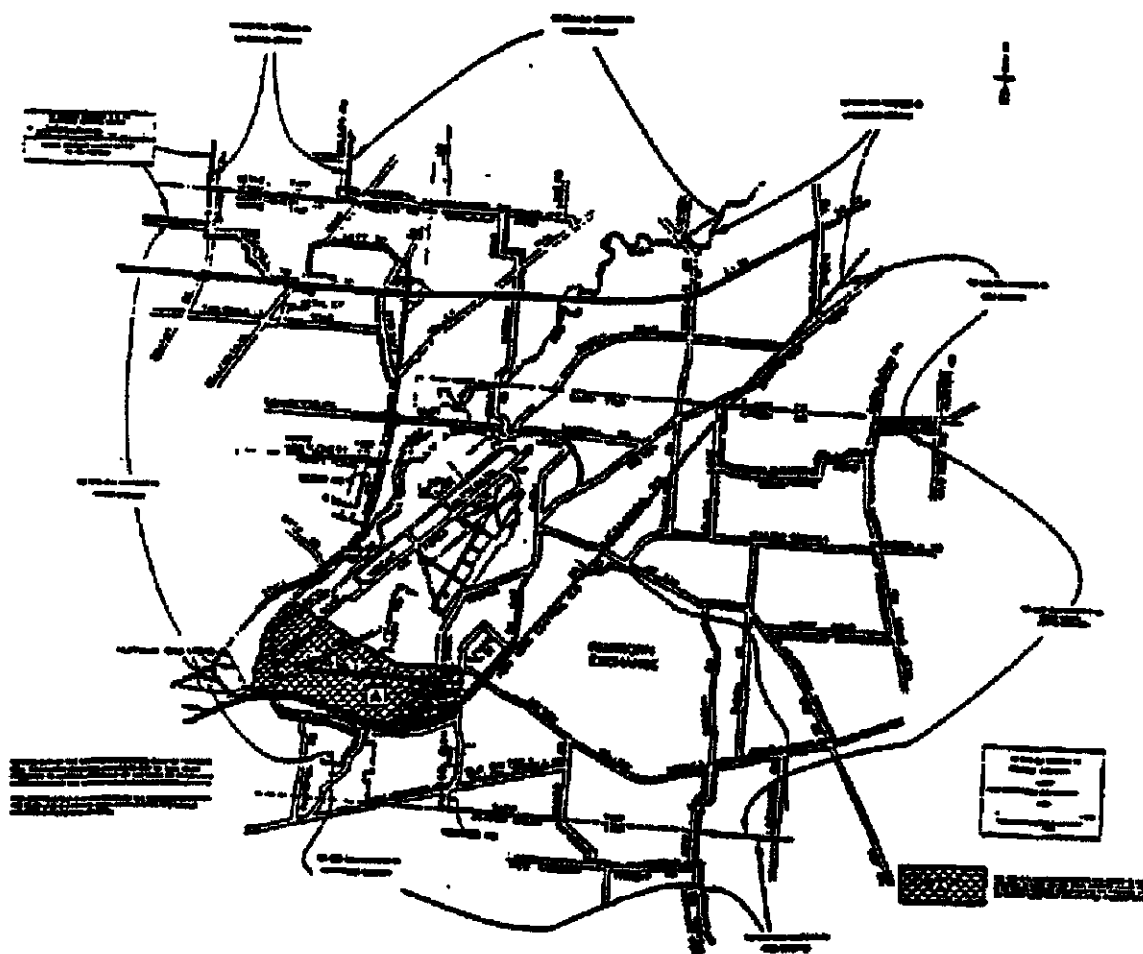
Issued:

Effective:

Bernie Stevens, President
 PNG Telecommunications, Inc.
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FAIRBORN EXCHANGE AREA MAP



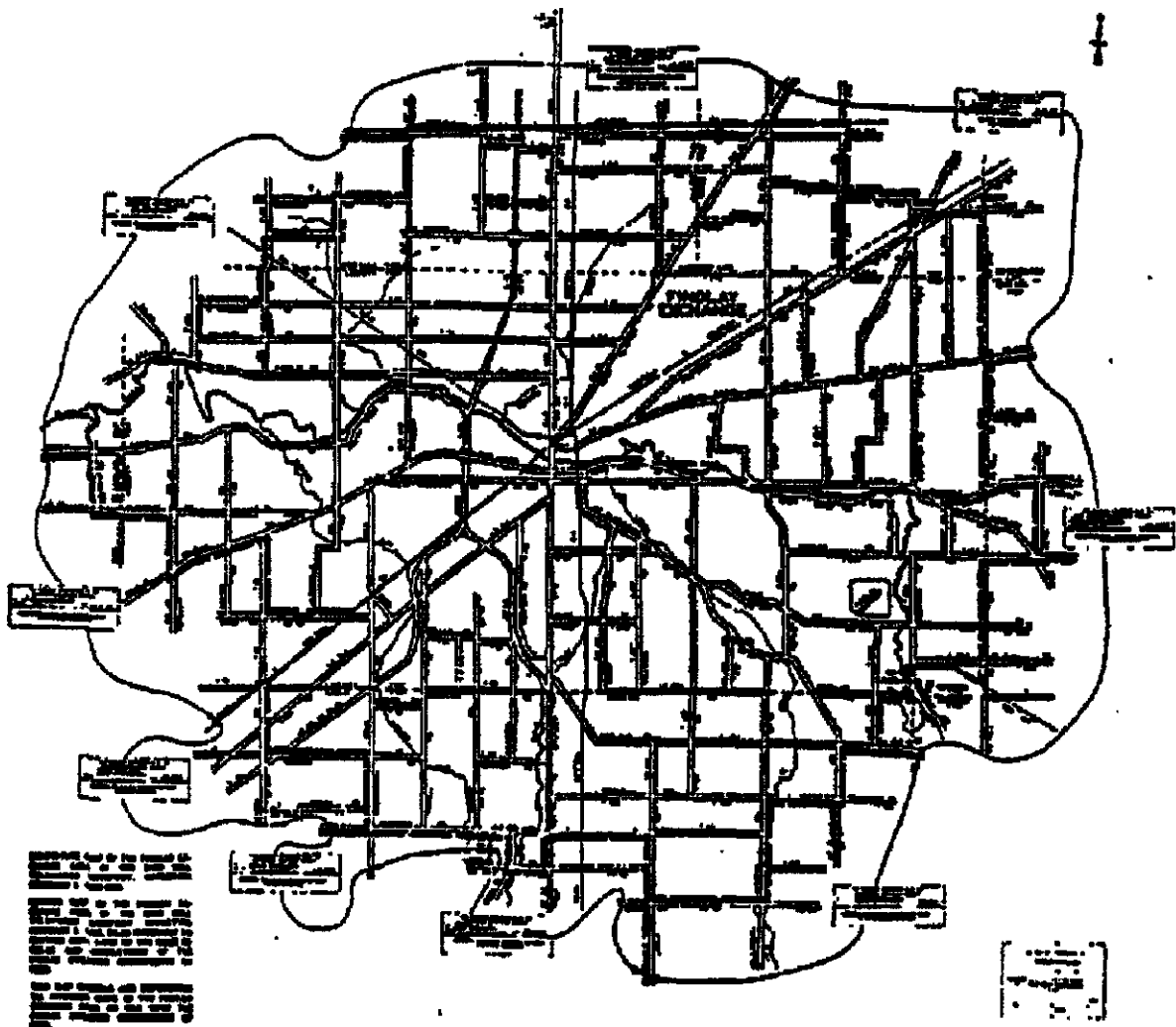
Issued:

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4938 Business Center Way
Cincinnati, Ohio 45246

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FINDLAY EXCHANGE AREA MAP



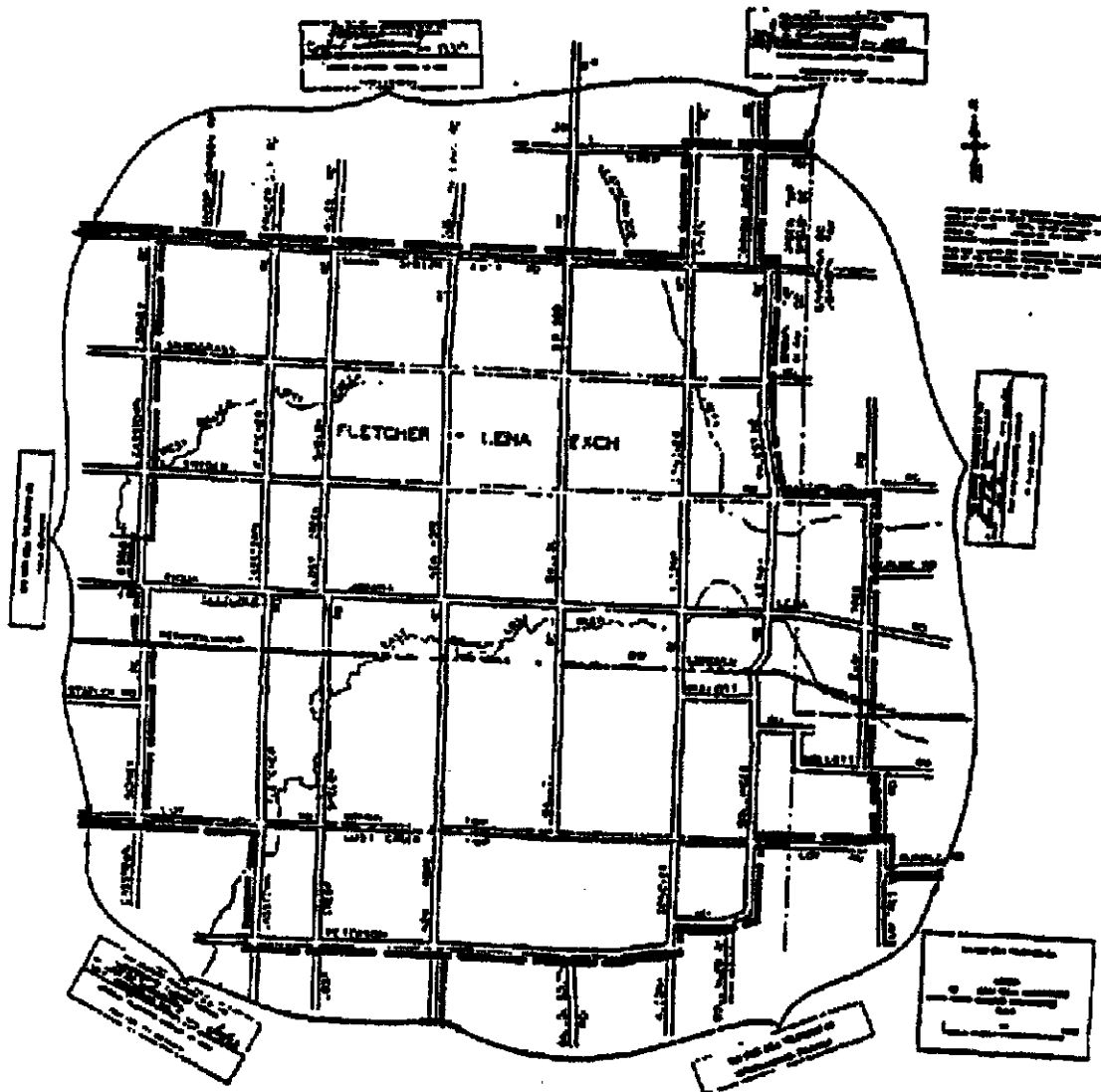
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Cincinnati, Ohio 45248

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FLETCHER-LENA EXCHANGE AREA MAP

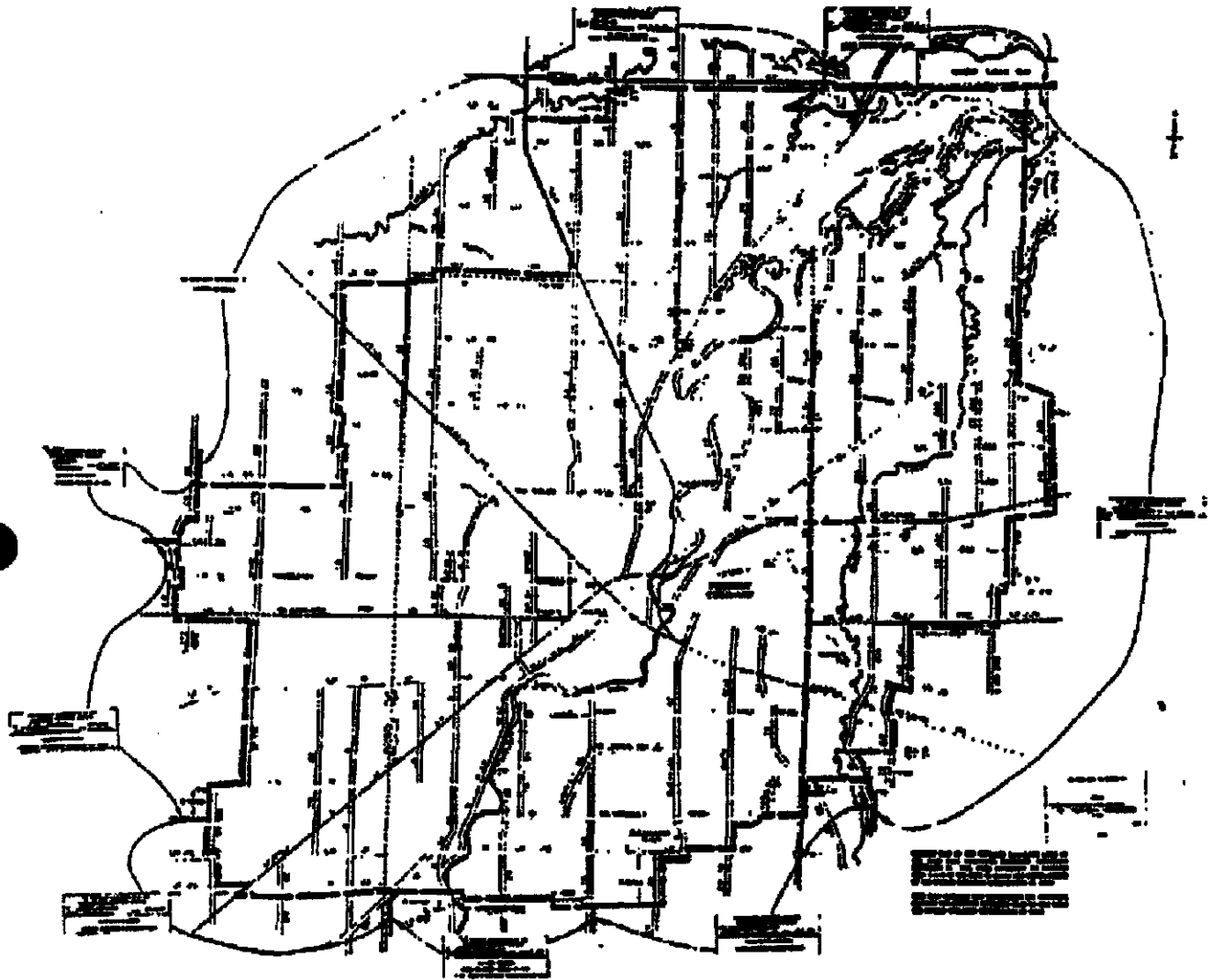


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**Bernie Stevens, President
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4938 Business Center Way
Cincinnati, Ohio 45240**

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FREMONT EXCHANGE AREA MAP



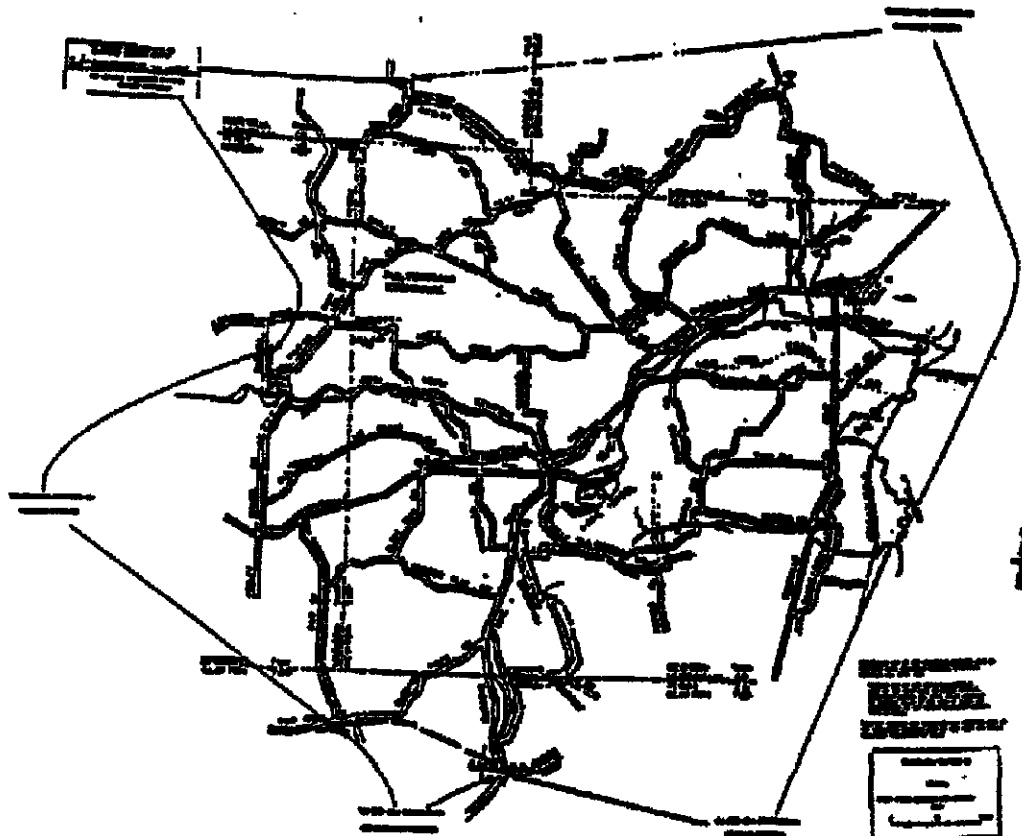
Issued:

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4938 Business Center Way
Cincinnati, Ohio 45246

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FULTONHAM EXCHANGE AREA MAP



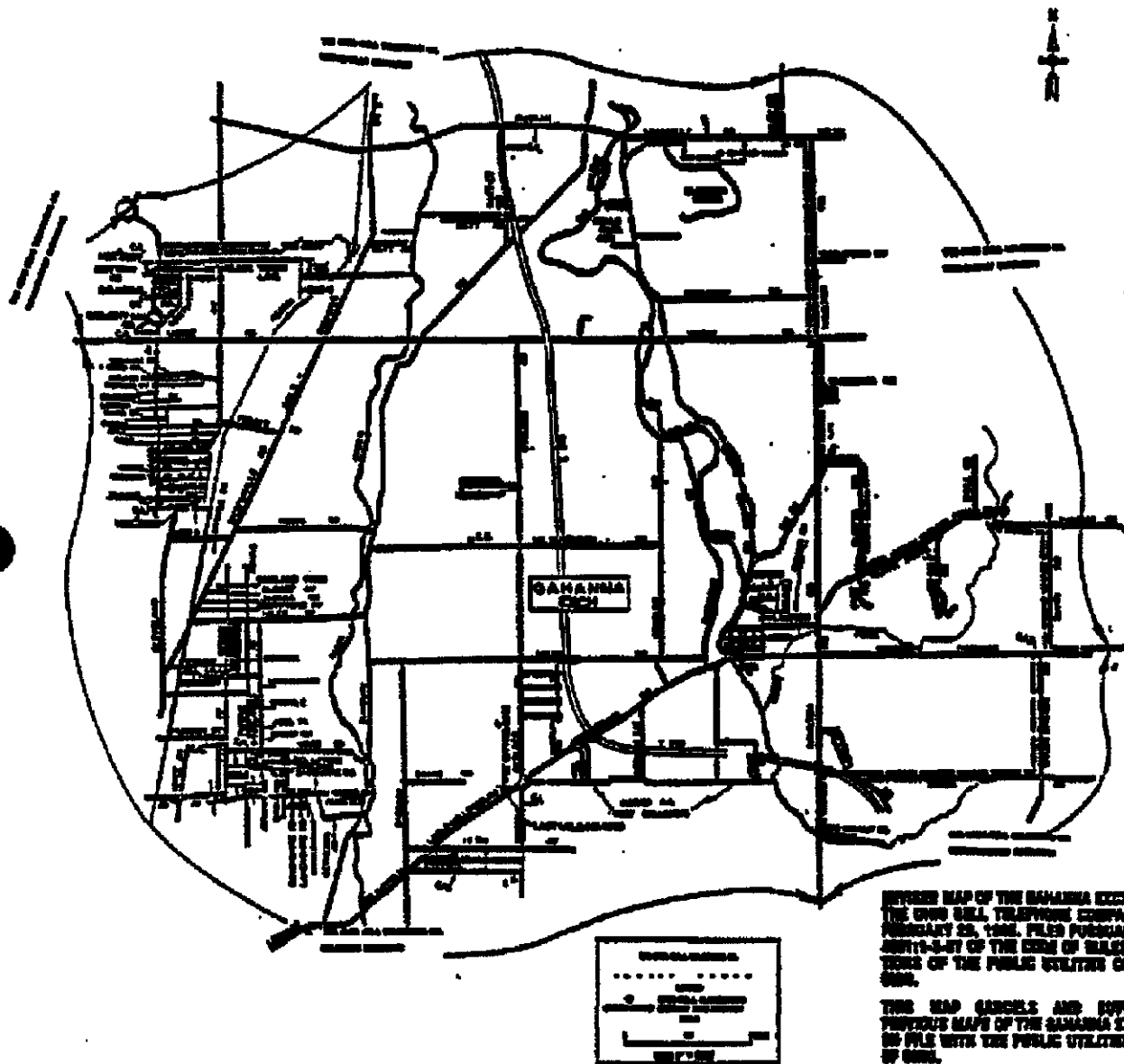
Issued:

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PNG Telecommunications, Inc.
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Cincinnati, Ohio 45246

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GAHANNA EXCHANGE AREA MAP



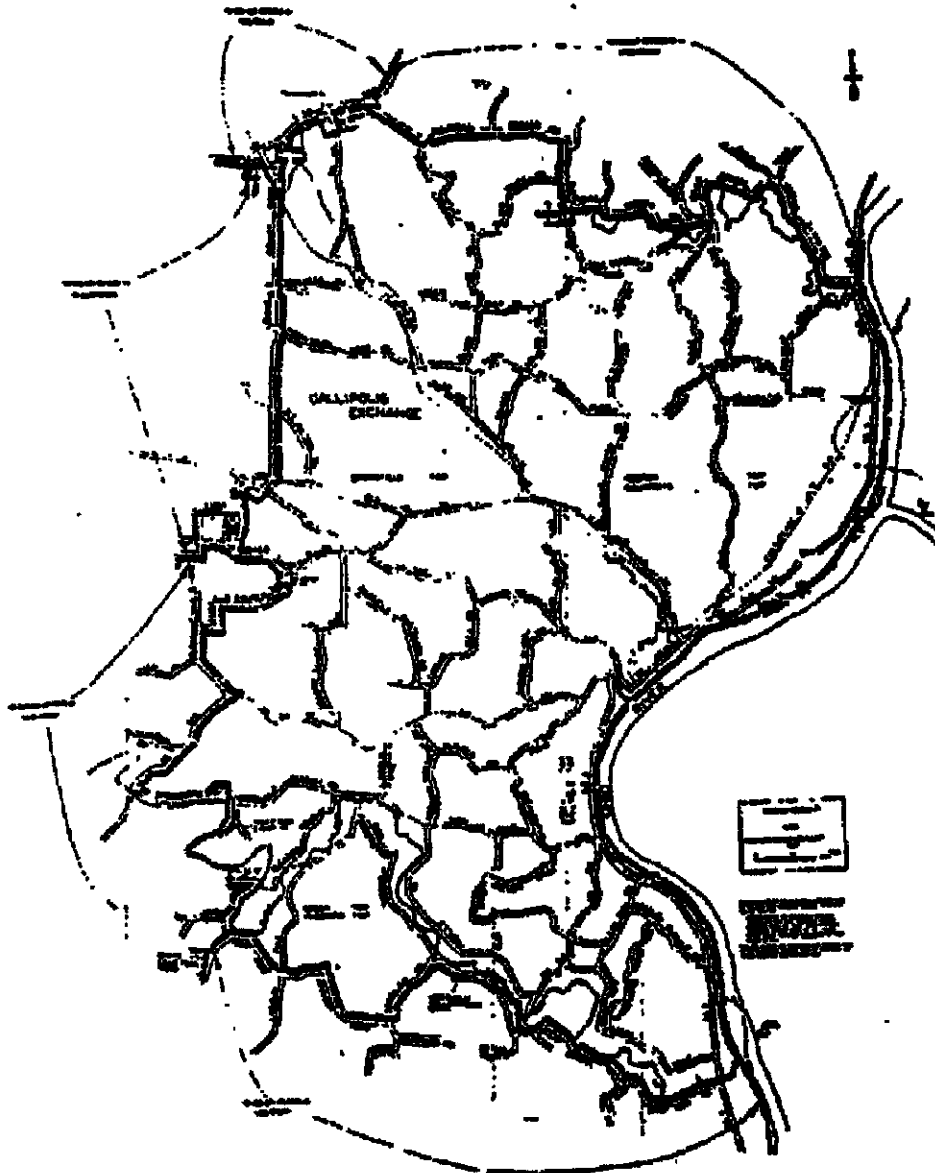
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4938 Business Center Way
Cincinnati, Ohio 45248

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GALLIPOLIS EXCHANGE AREA MAP



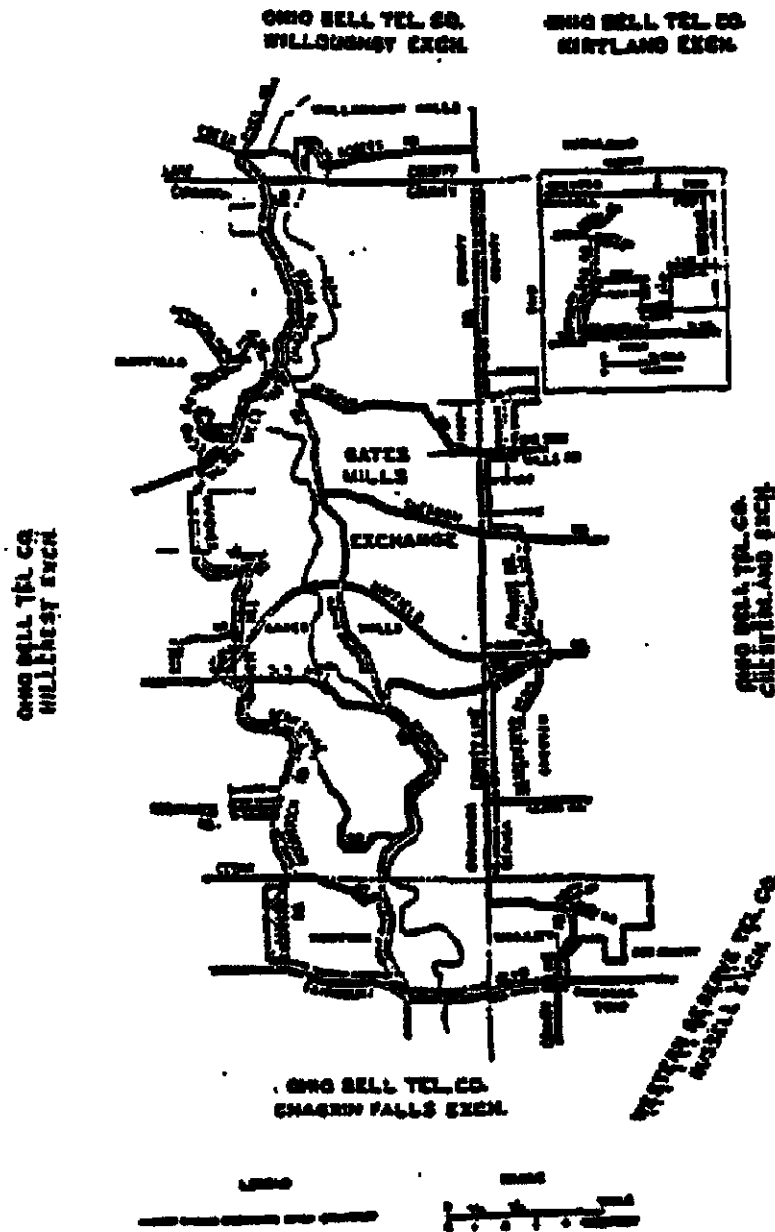
Issued:

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GATES MILLS EXCHANGE AREA MAP



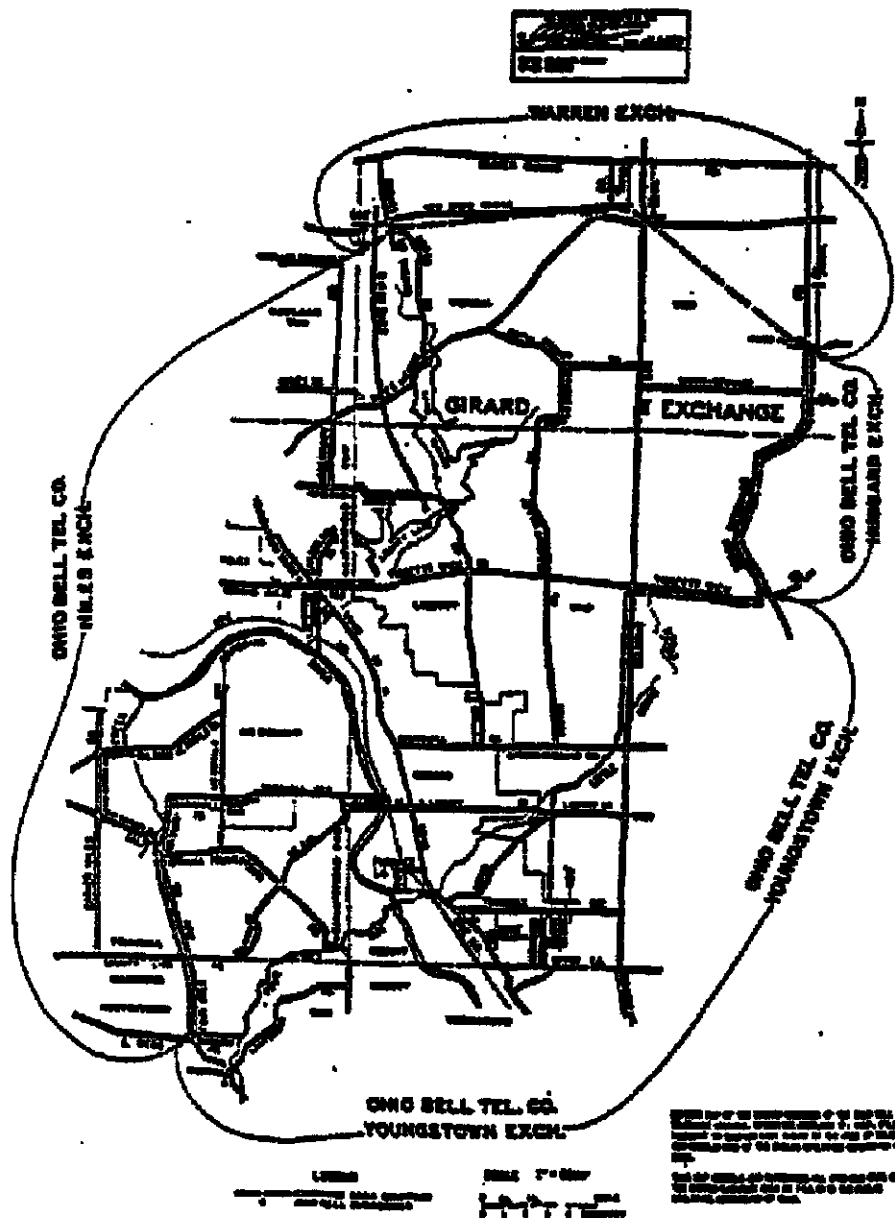
Issued:

Effective:

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GIRARD EXCHANGE AREA MAP



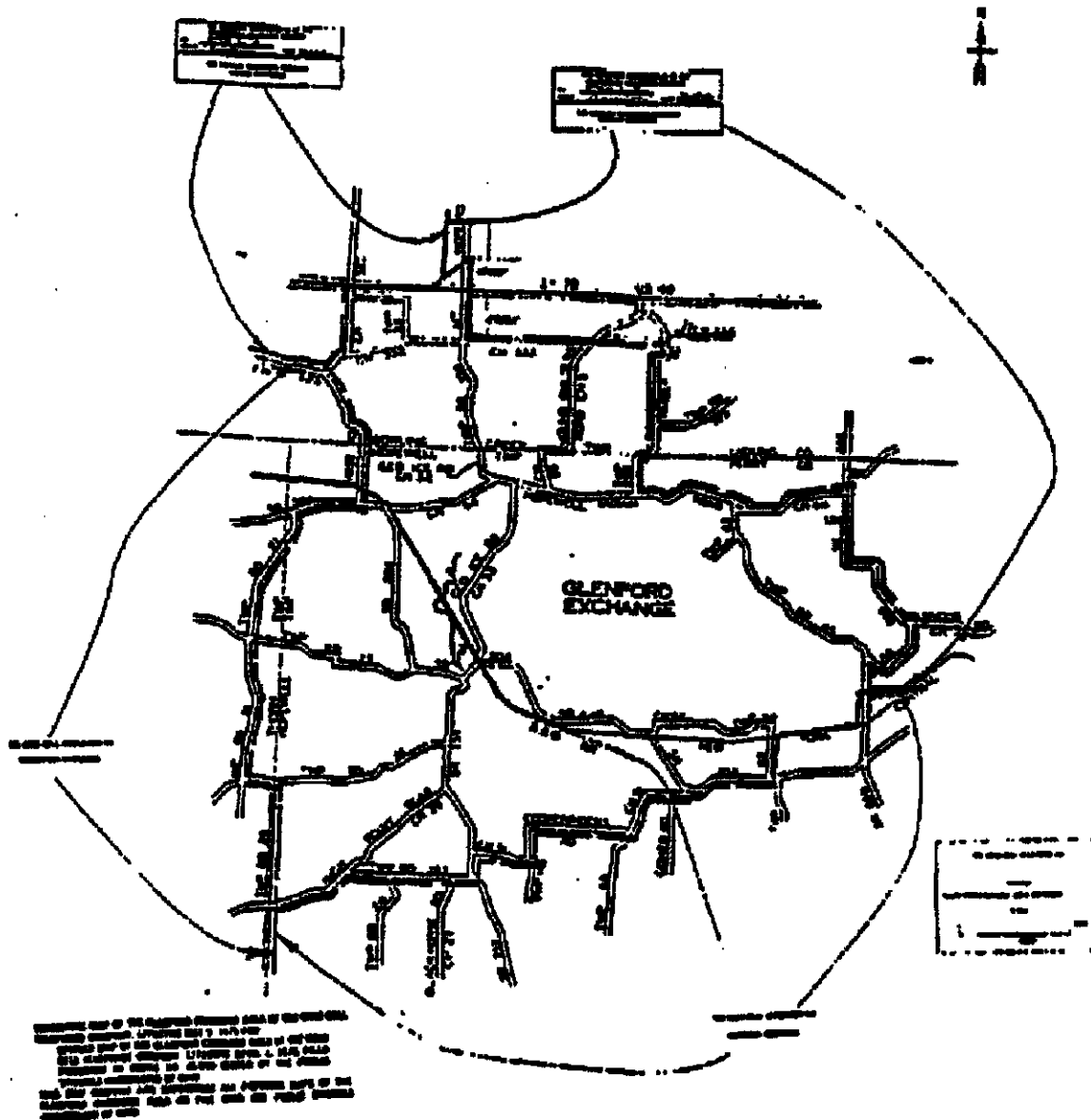
Issued:

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PNG Telecommunications, Inc.
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GLENFORD EXCHANGE AREA MAP



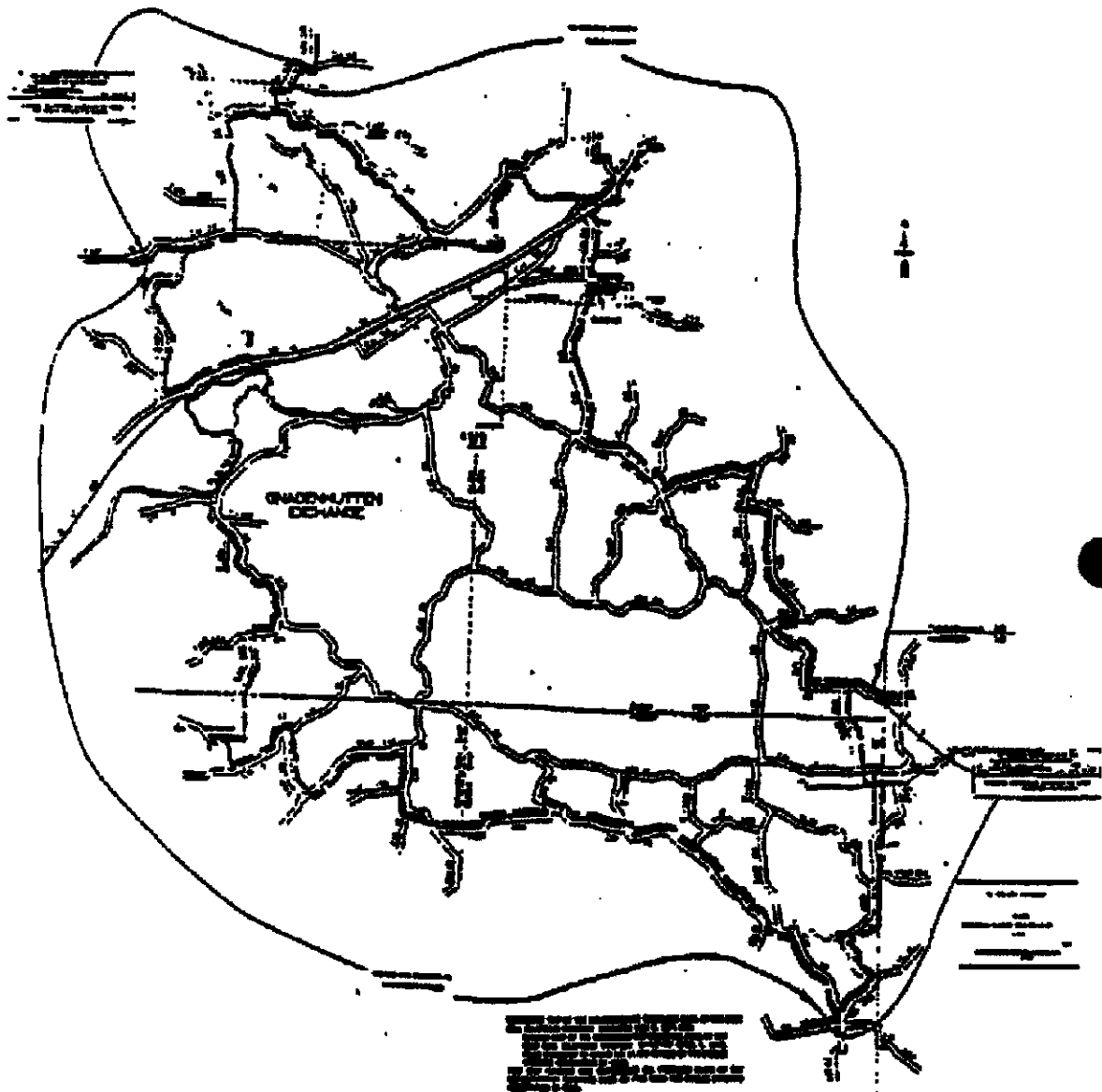
Issued:

Effective:

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PNG Telecommunications, Inc.
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Cincinnati, Ohio 45246**

In accordance with Case No. _____, issued _____

GNADENHUTTEN EXCHANGE AREA MAP



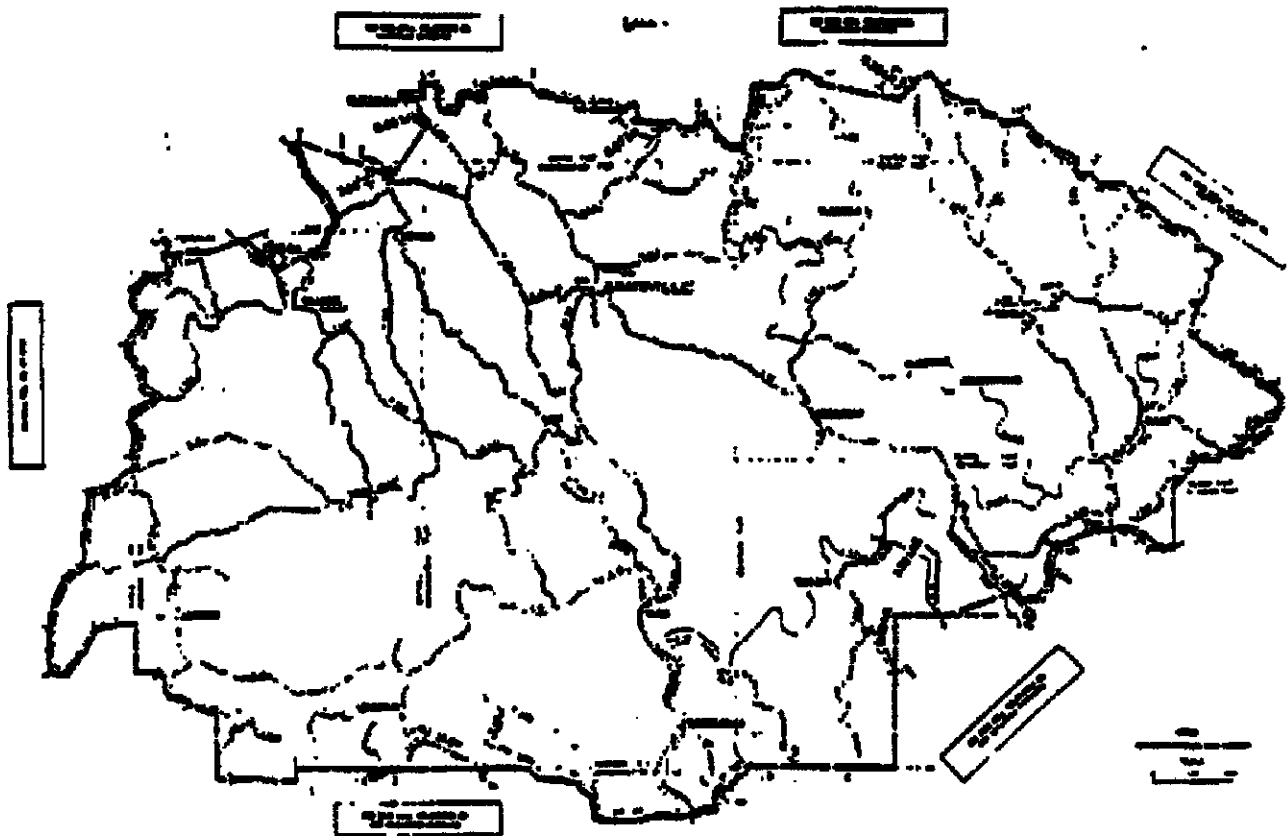
Issued:

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GRAYSVILLE EXCHANGE AREA MAP



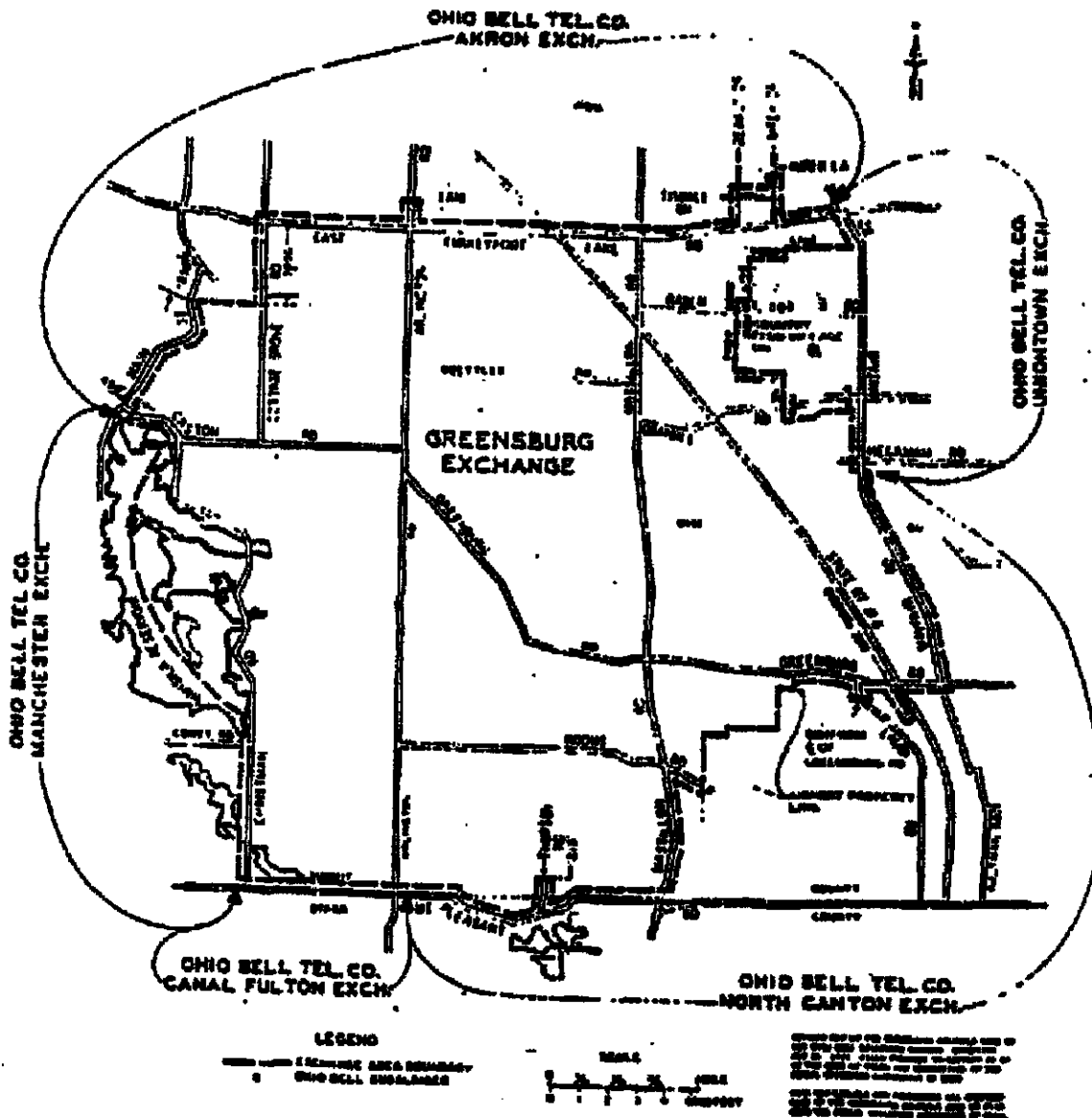
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GREENSBURG EXCHANGE AREA MAP



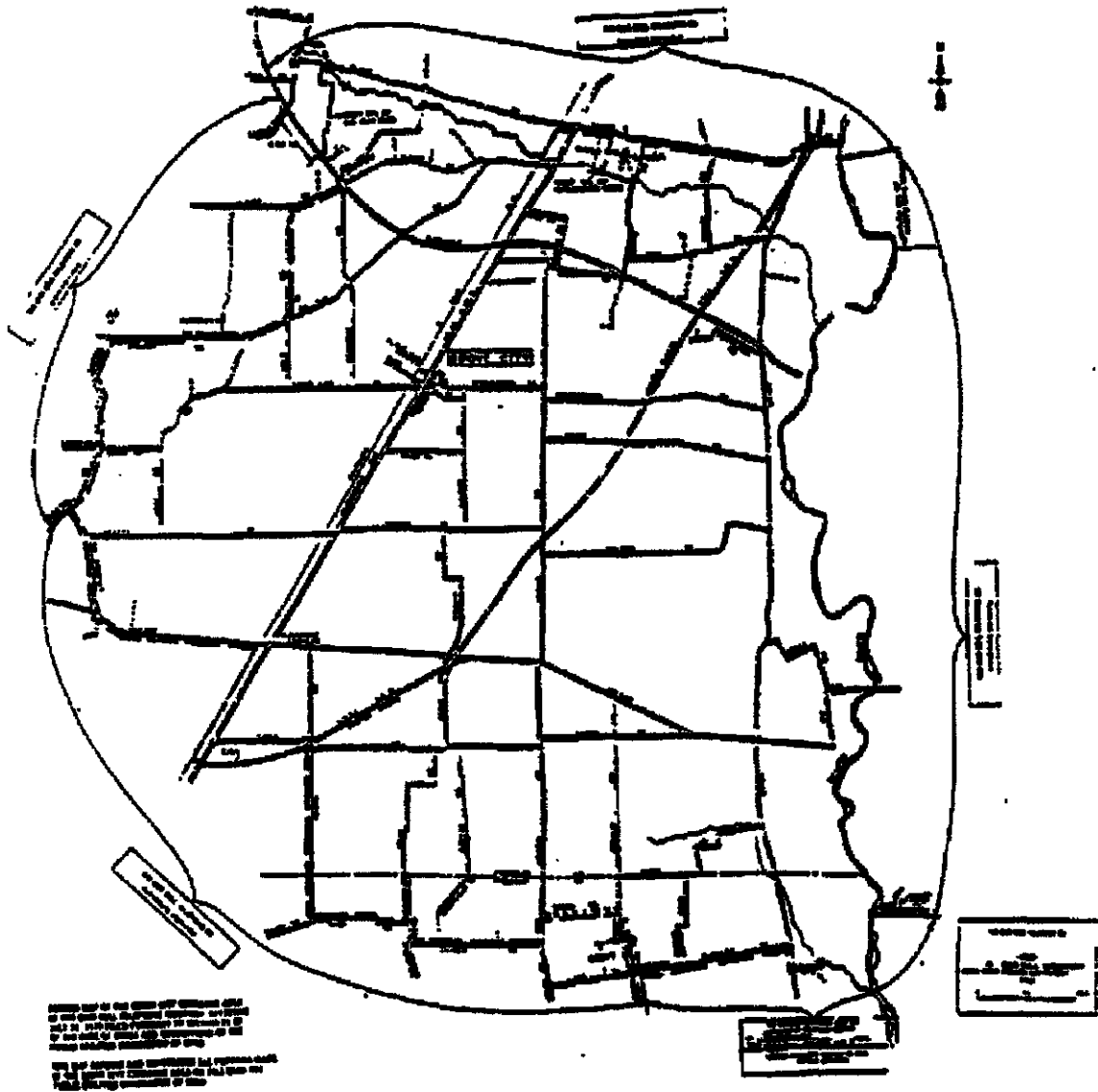
Issued:

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 PNG Telecommunications, Inc.
 4938 Business Center Way
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GROVE CITY EXCHANGE AREA MAP



Issued:

Effective:

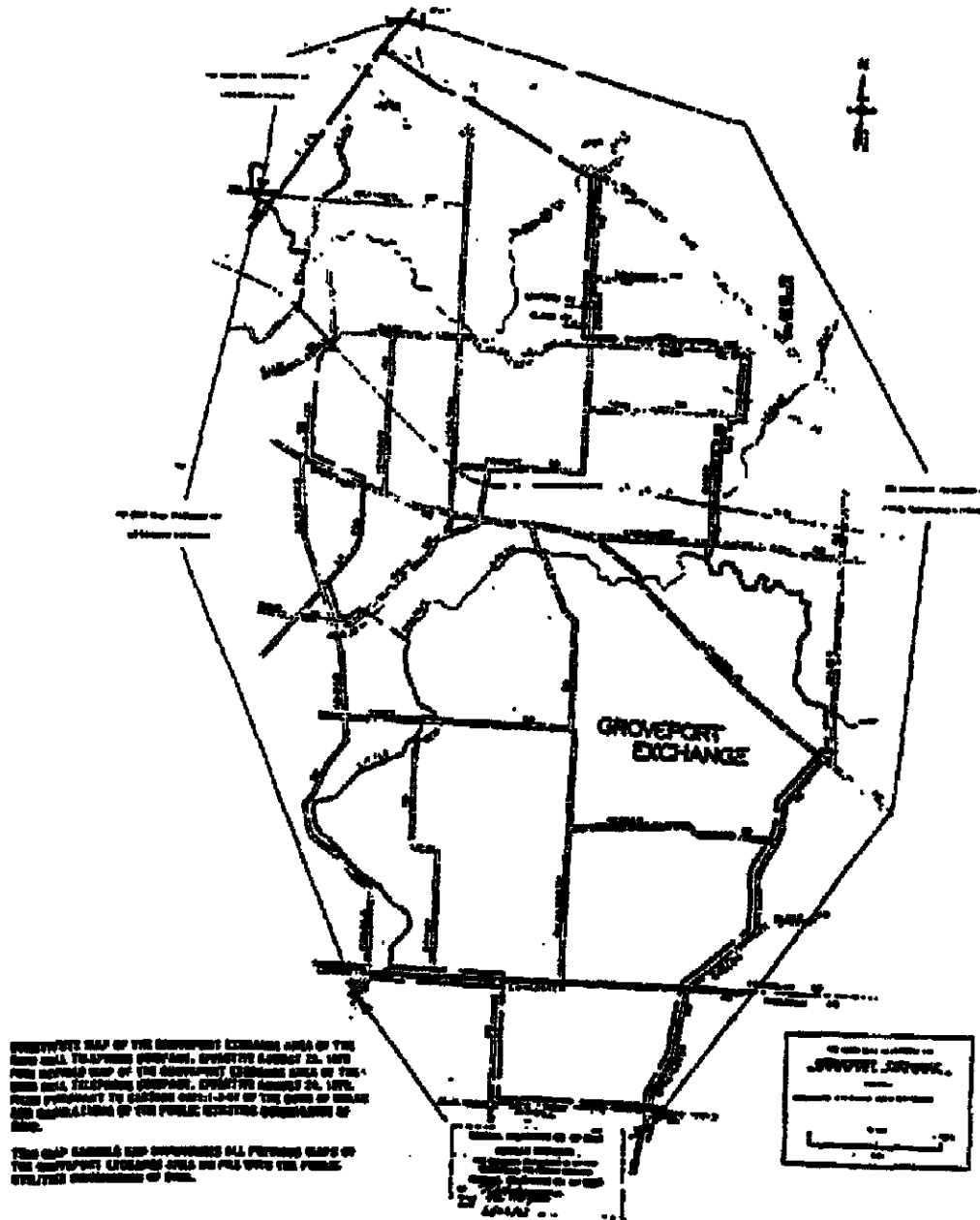
Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____.

Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 188

GROVEPORT EXCHANGE AREA MAP



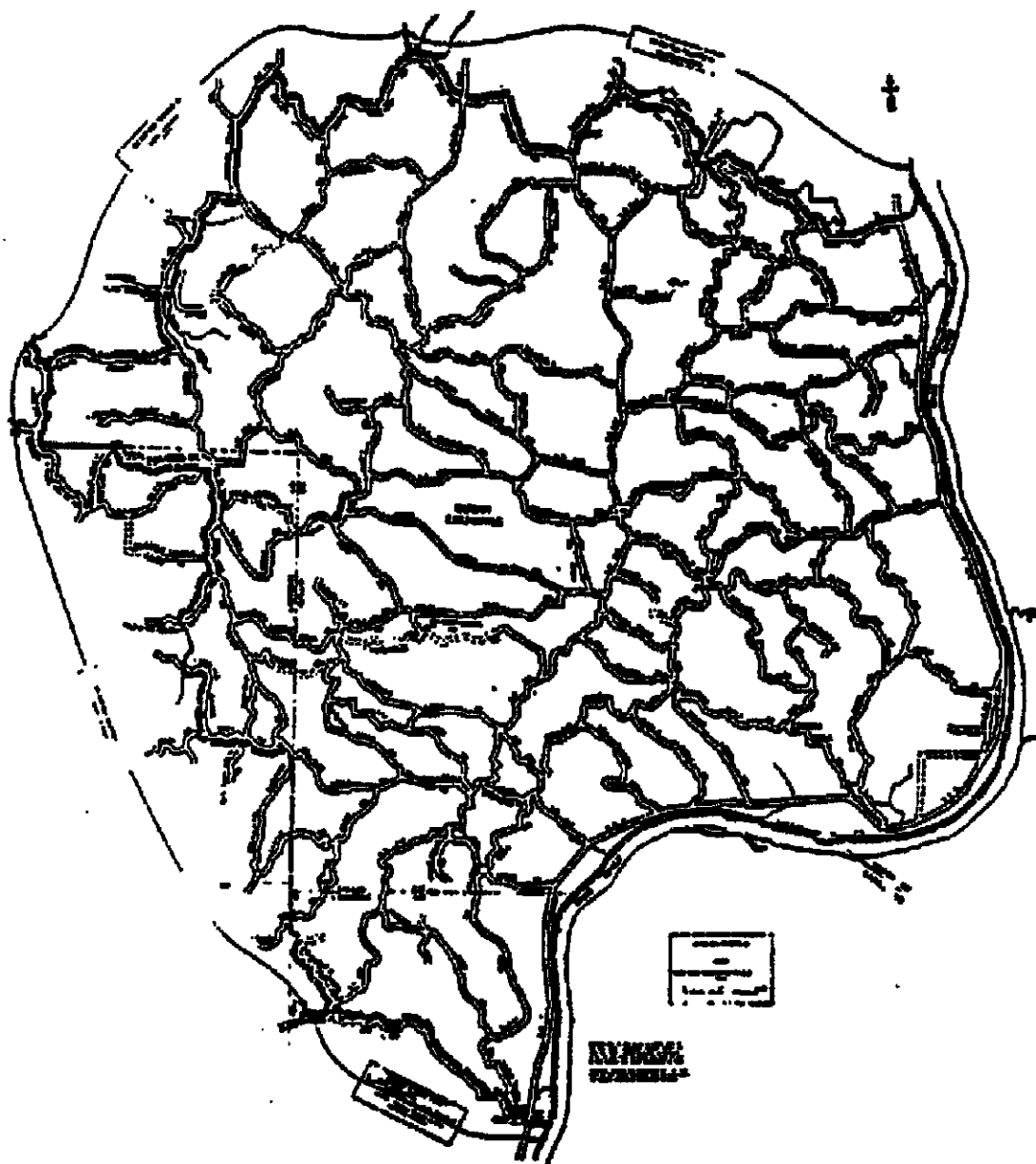
Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

GUYAN EXCHANGE AREA MAP



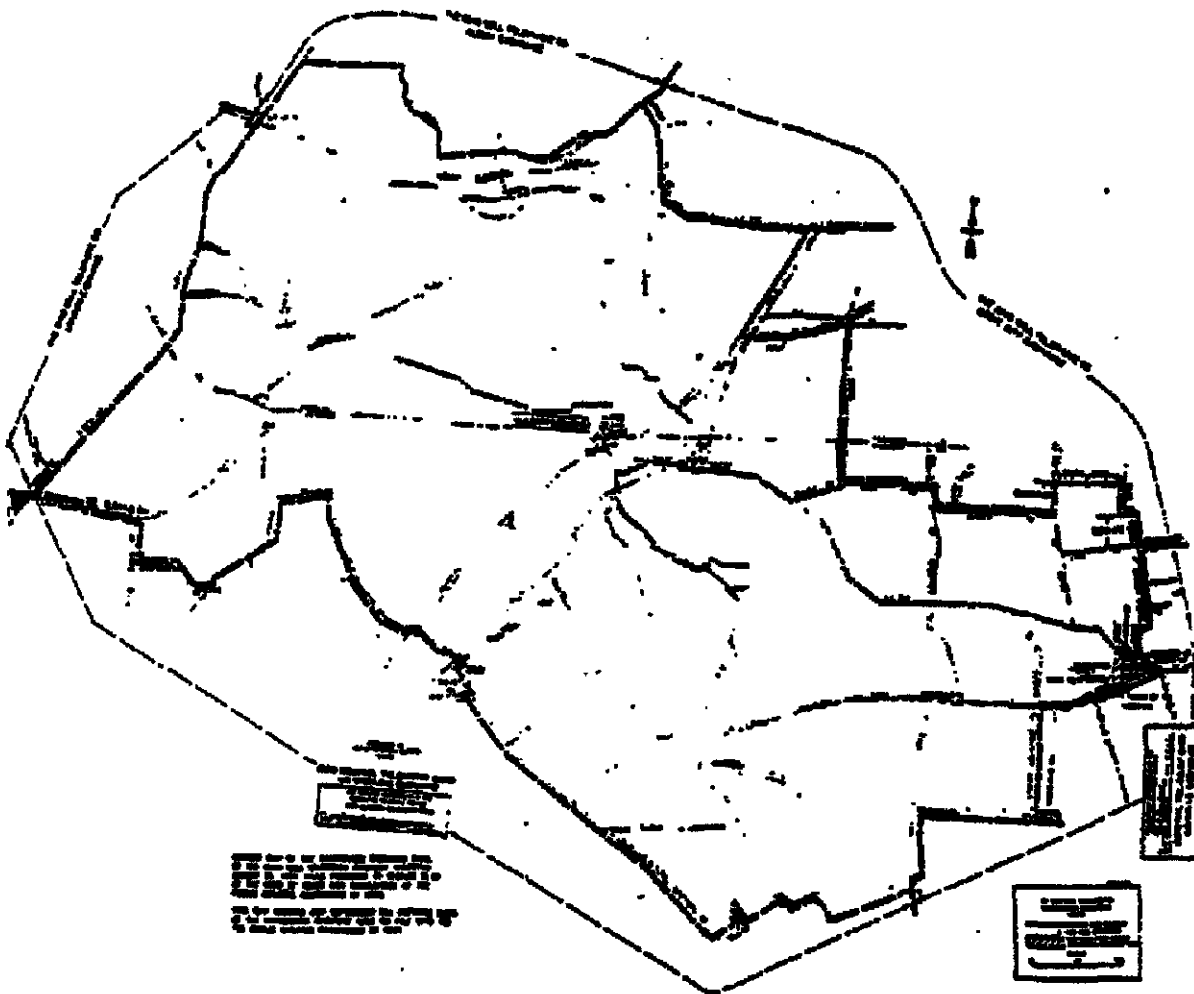
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
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In accordance with Case No. _____, issued _____.

HARRISBURG EXCHANGE AREA MAP



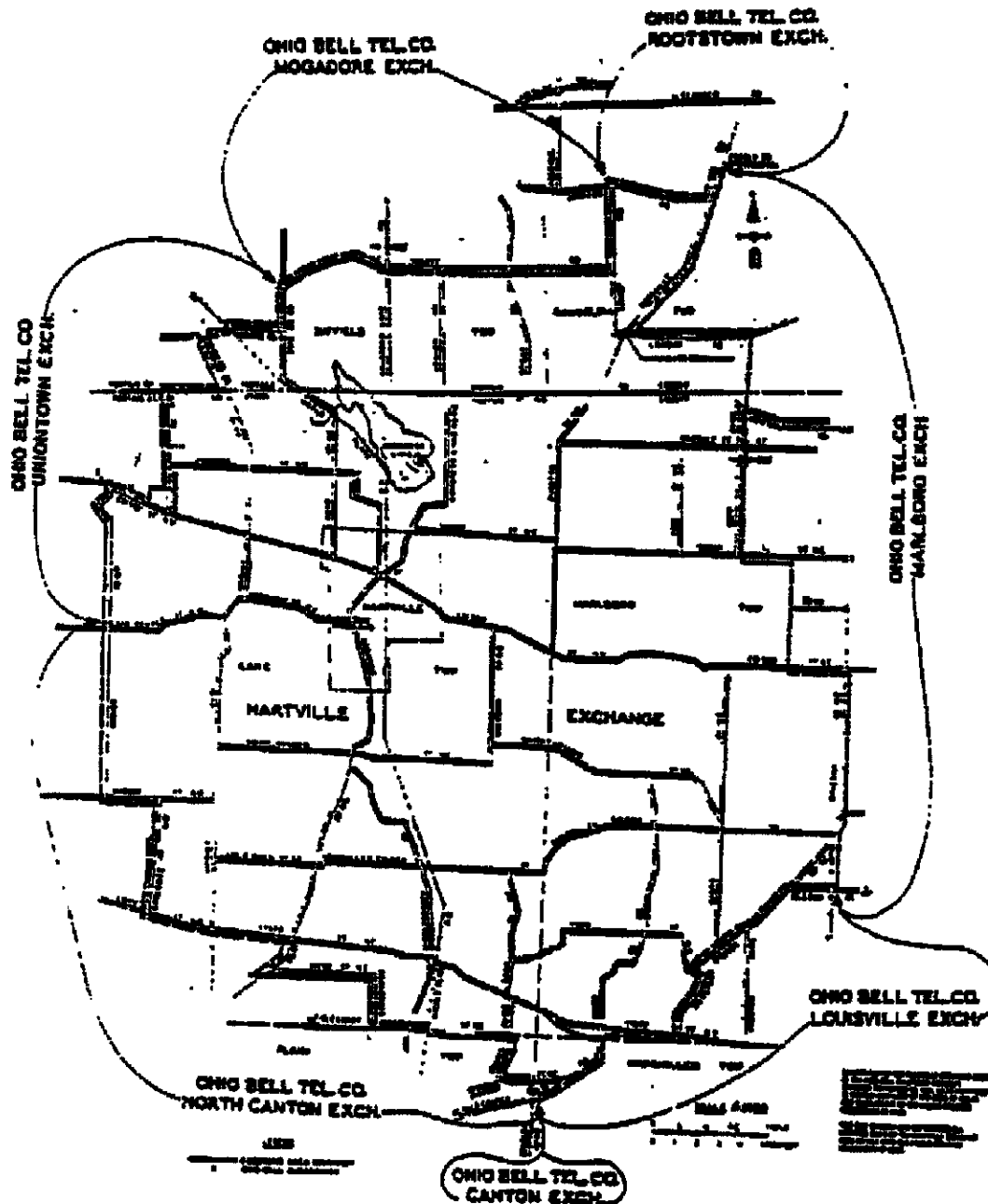
Issued:

Effective:

Bernie Steyens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

HARTVILLE EXCHANGE AREA MAP



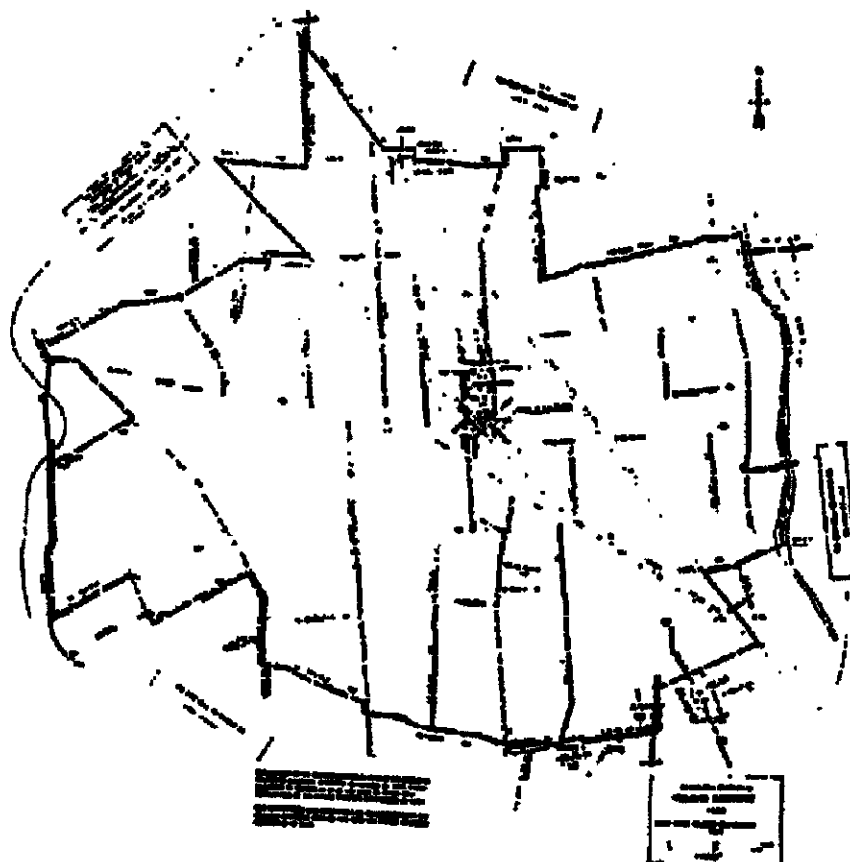
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45248

In accordance with Case No. _____, Issued _____

HILLIARD EXCHANGE AREA MAP



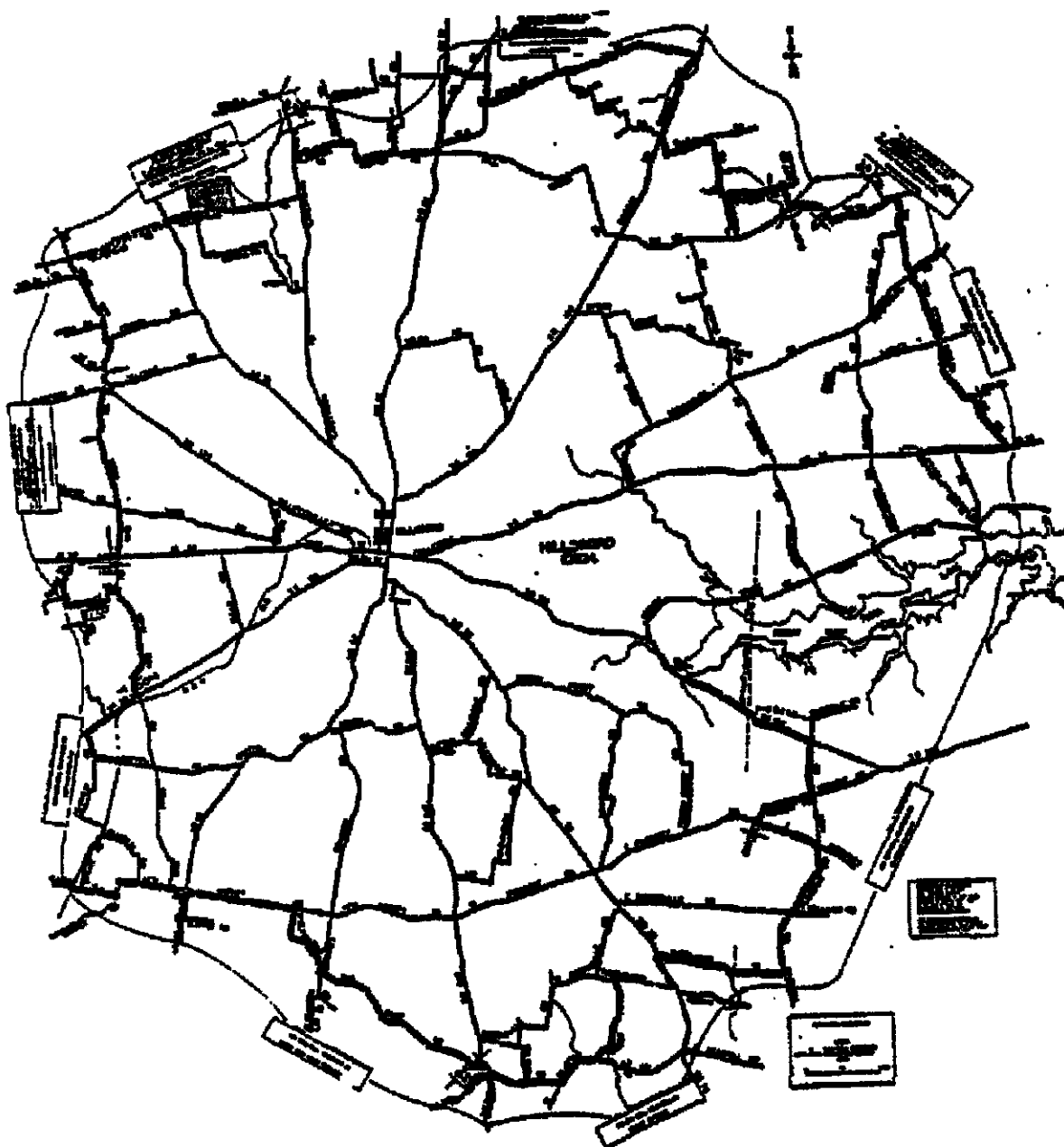
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, Issued _____

HILLSBORO EXCHANGE AREA MAP



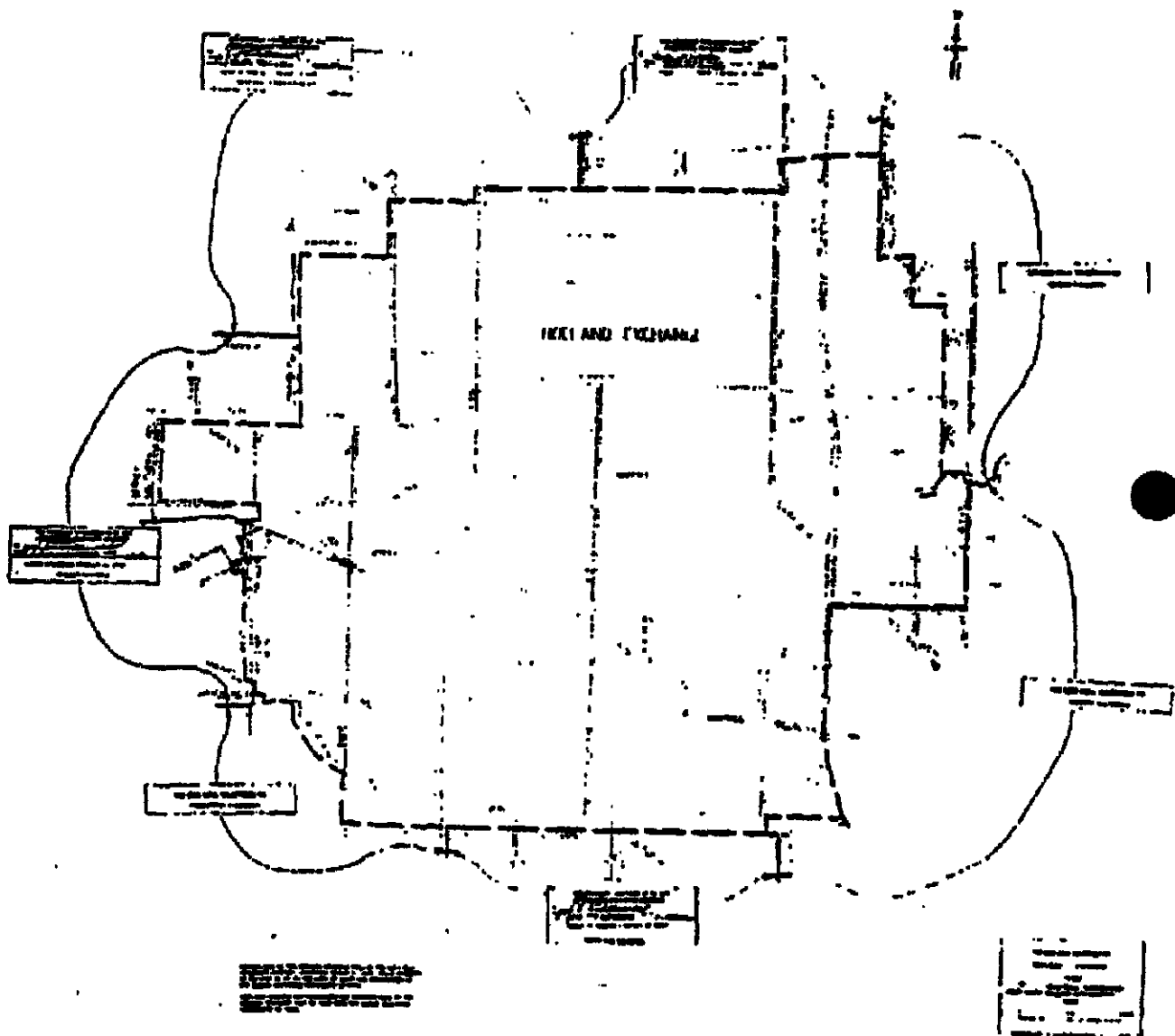
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45248

In accordance with Case No. _____ Issued _____

HOLLAND EXCHANGE AREA MAP



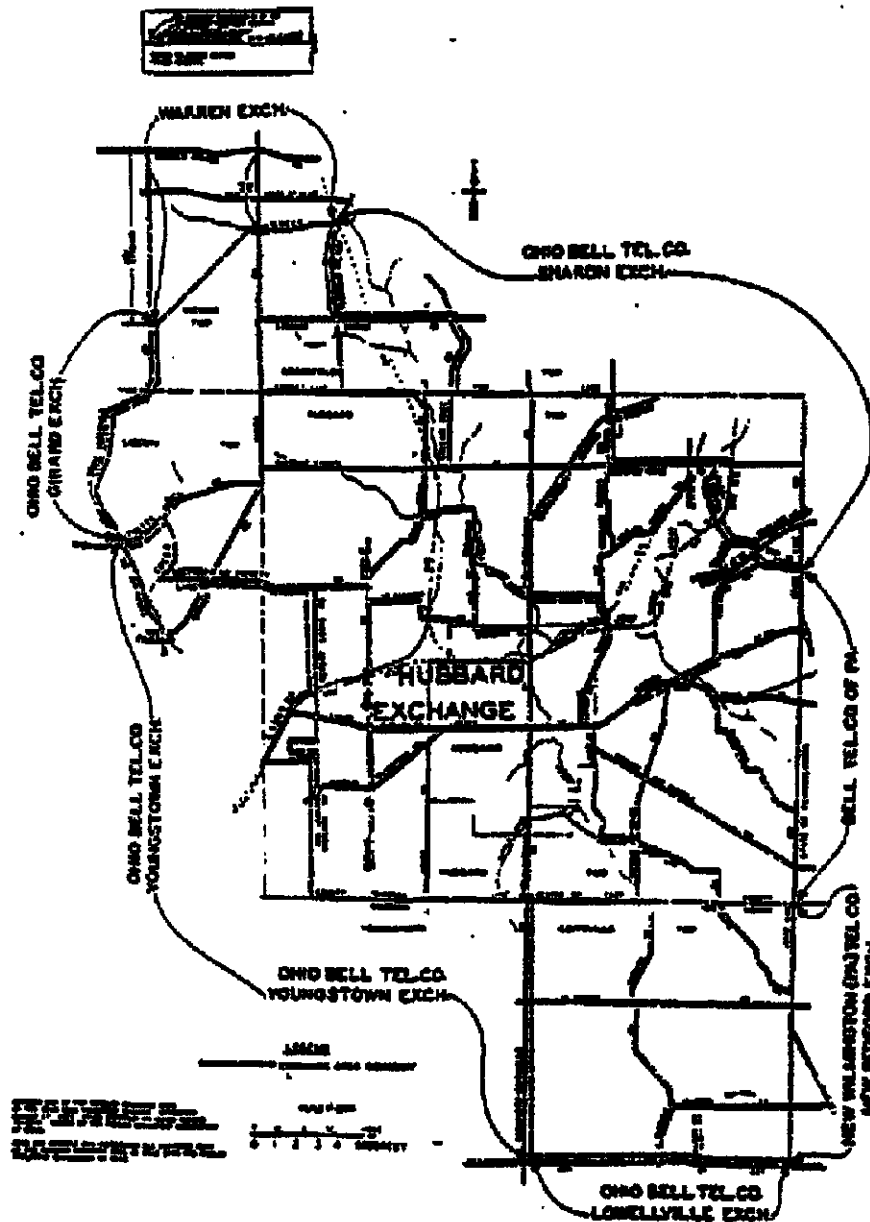
Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

HUBBARD EXCHANGE AREA MAP



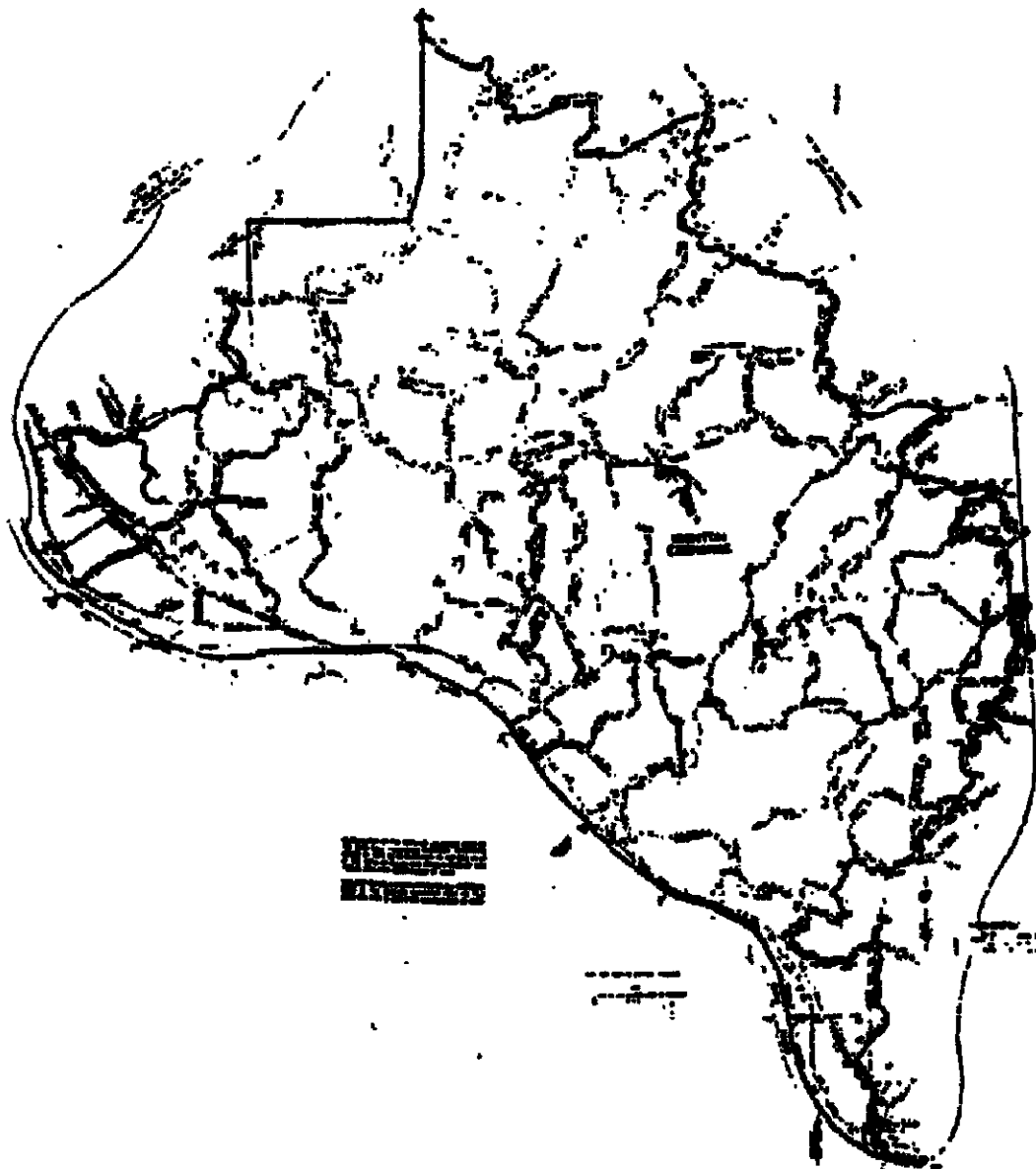
Issued:

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Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45248

In accordance with Case No. _____, issued _____.

IRONTON EXCHANGE AREA MAP



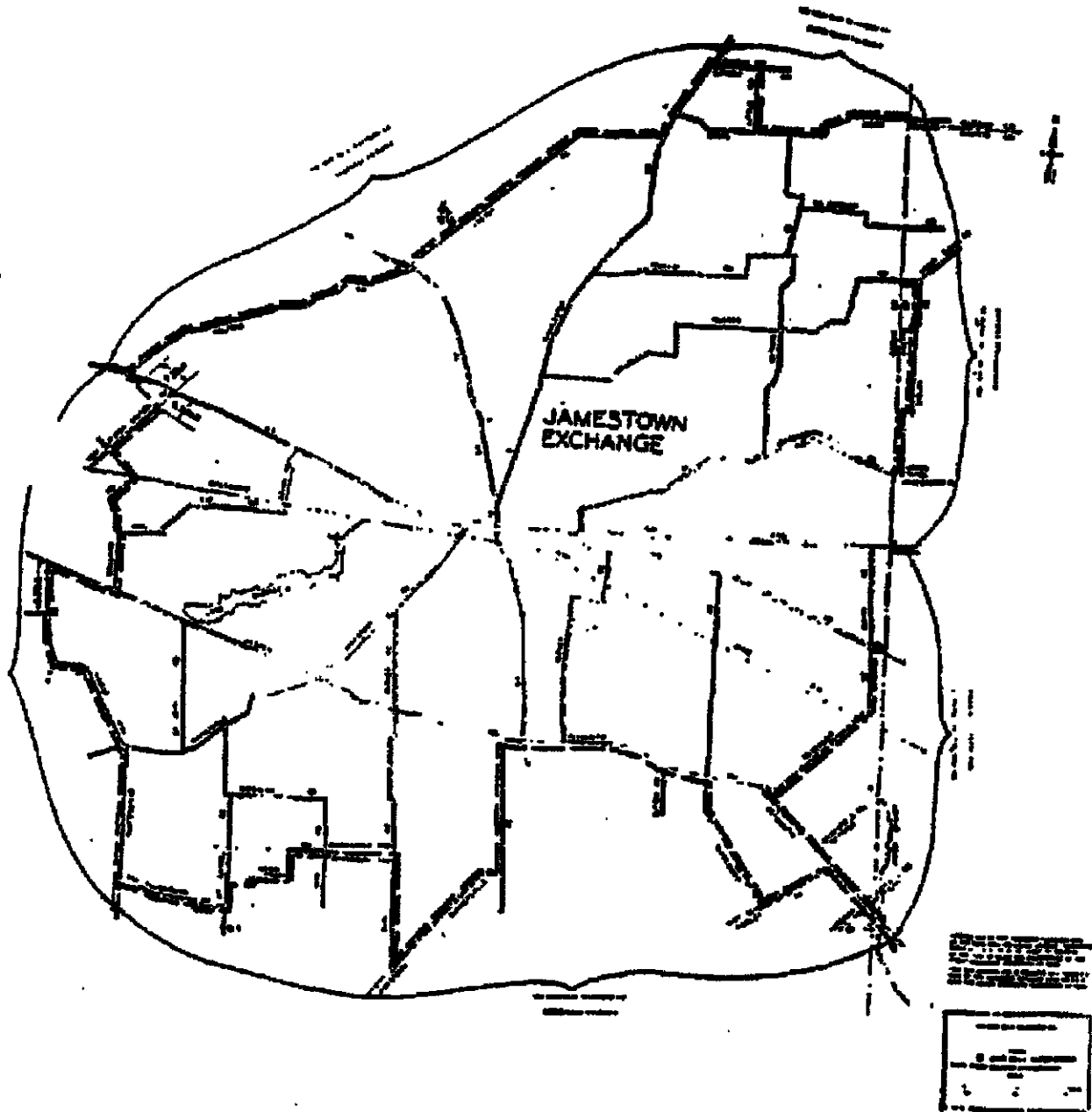
Issued:

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PNG Telecommunications, Inc.
4838 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

JAMESTOWN EXCHANGE AREA MAP



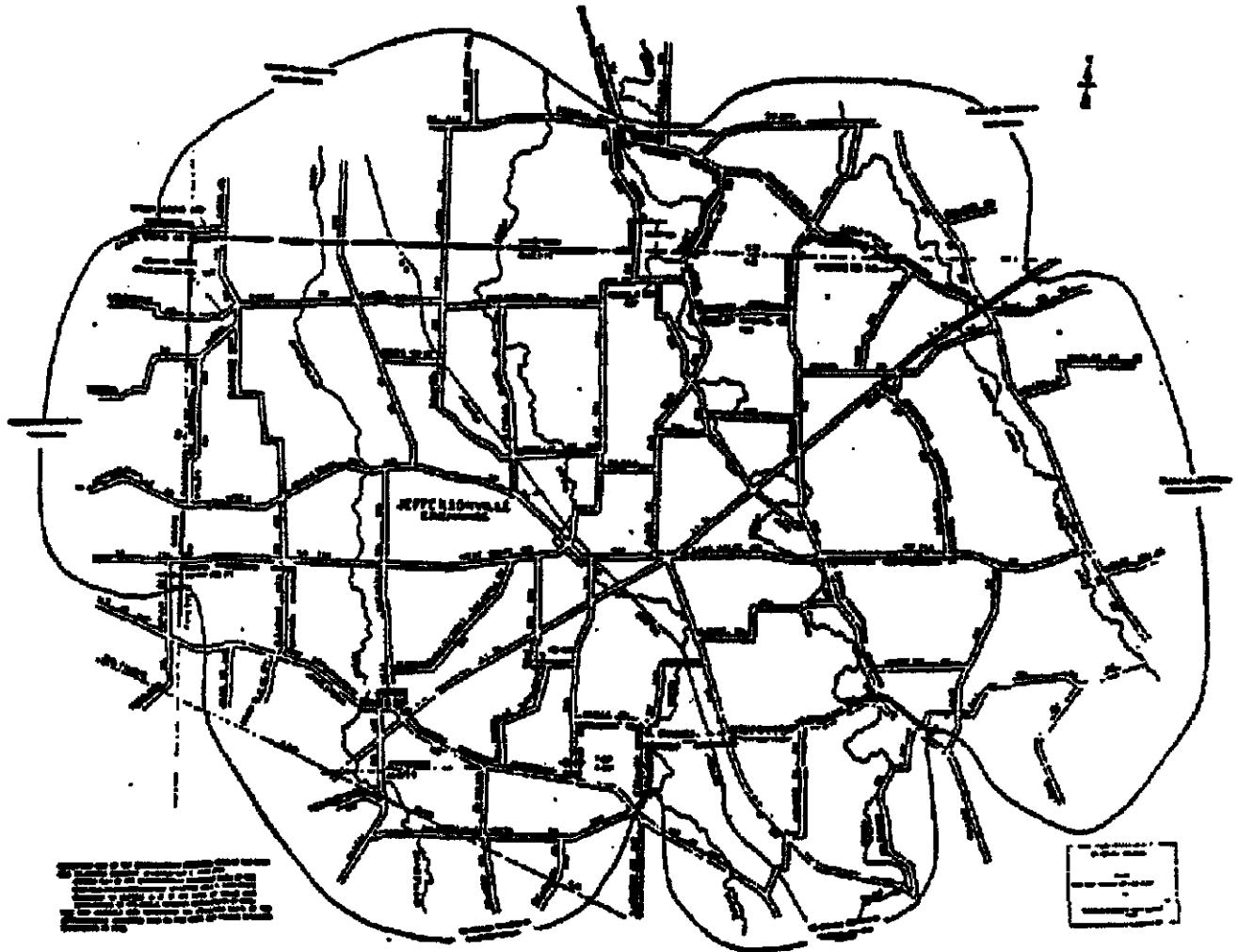
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45248

In accordance with Case No. _____, Issued _____

JEFFERSONVILLE EXCHANGE AREA MAP



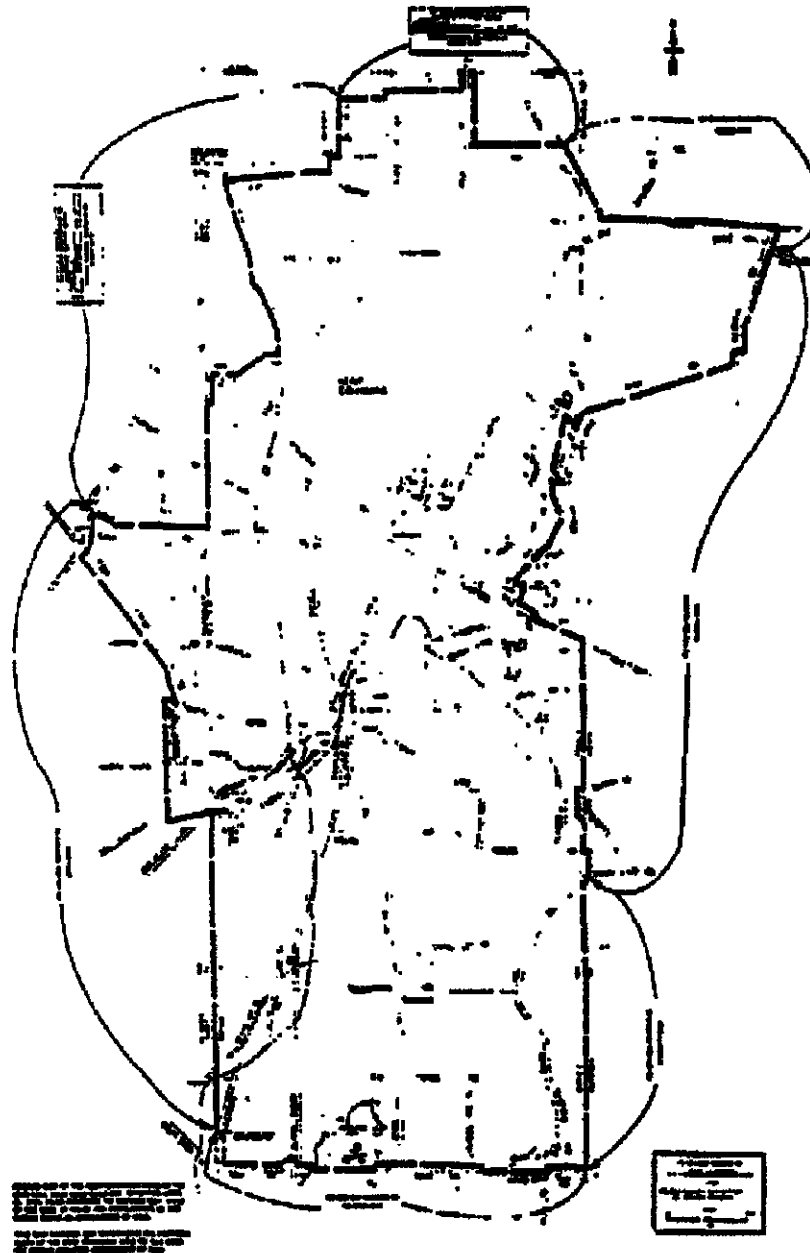
Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

KENT EXCHANGE AREA MAP



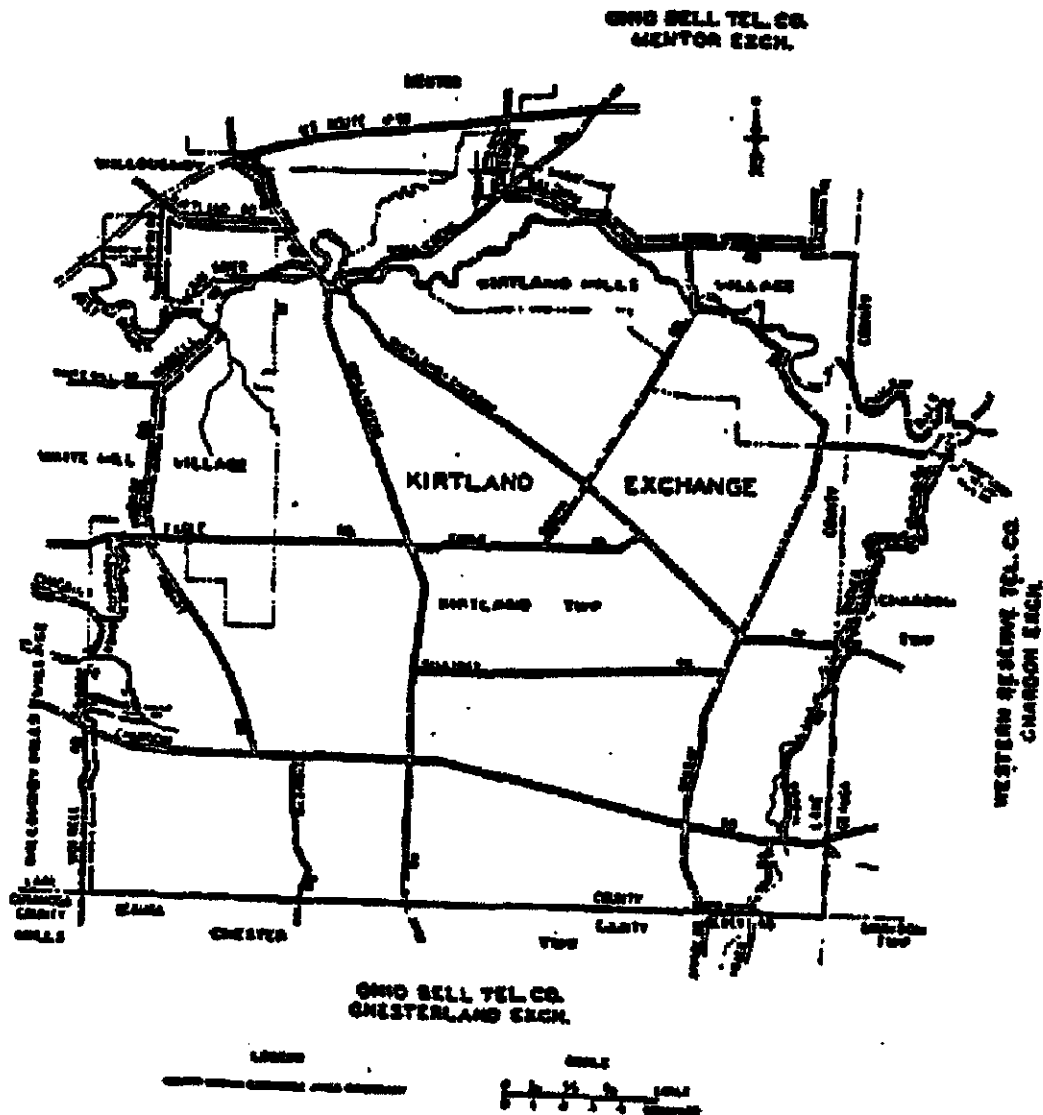
Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

KIRTLAND EXCHANGE AREA MAP



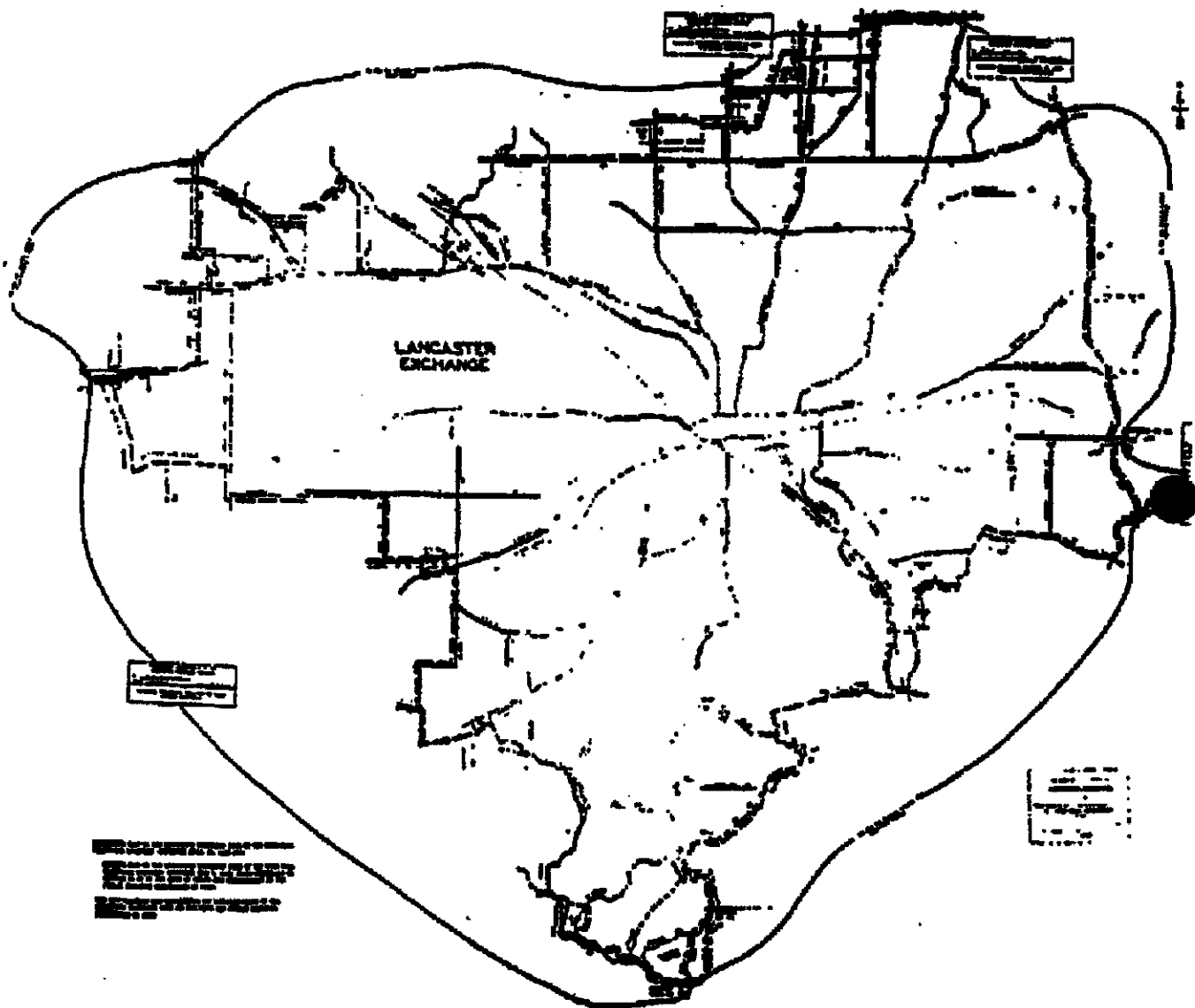
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45248

In accordance with Case No. _____, Issued _____

LANCASTER EXCHANGE AREA MAP



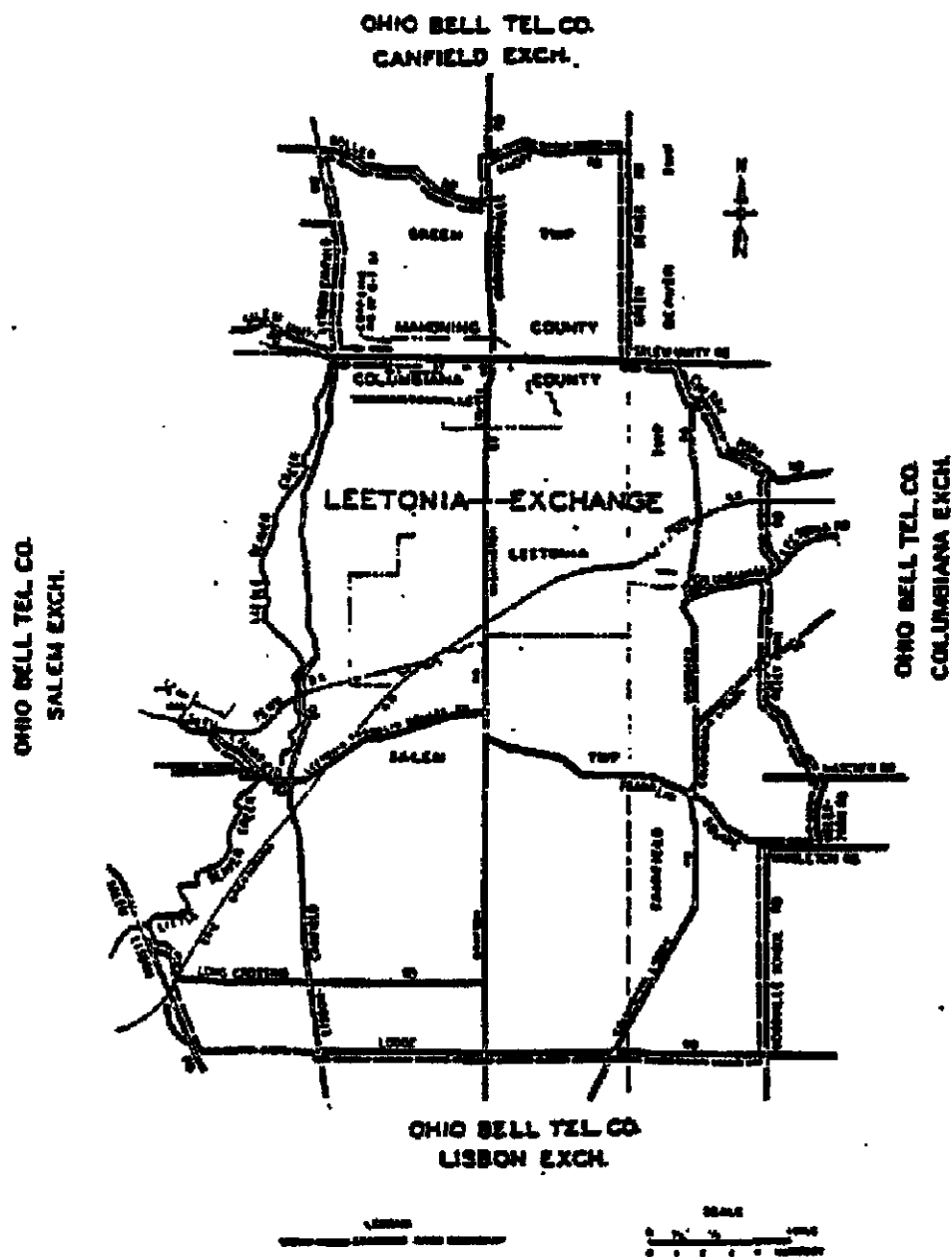
Issued:

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PNG Telecommunications, Inc.
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Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

LEETONIA EXCHANGE AREA MAP



Issued:

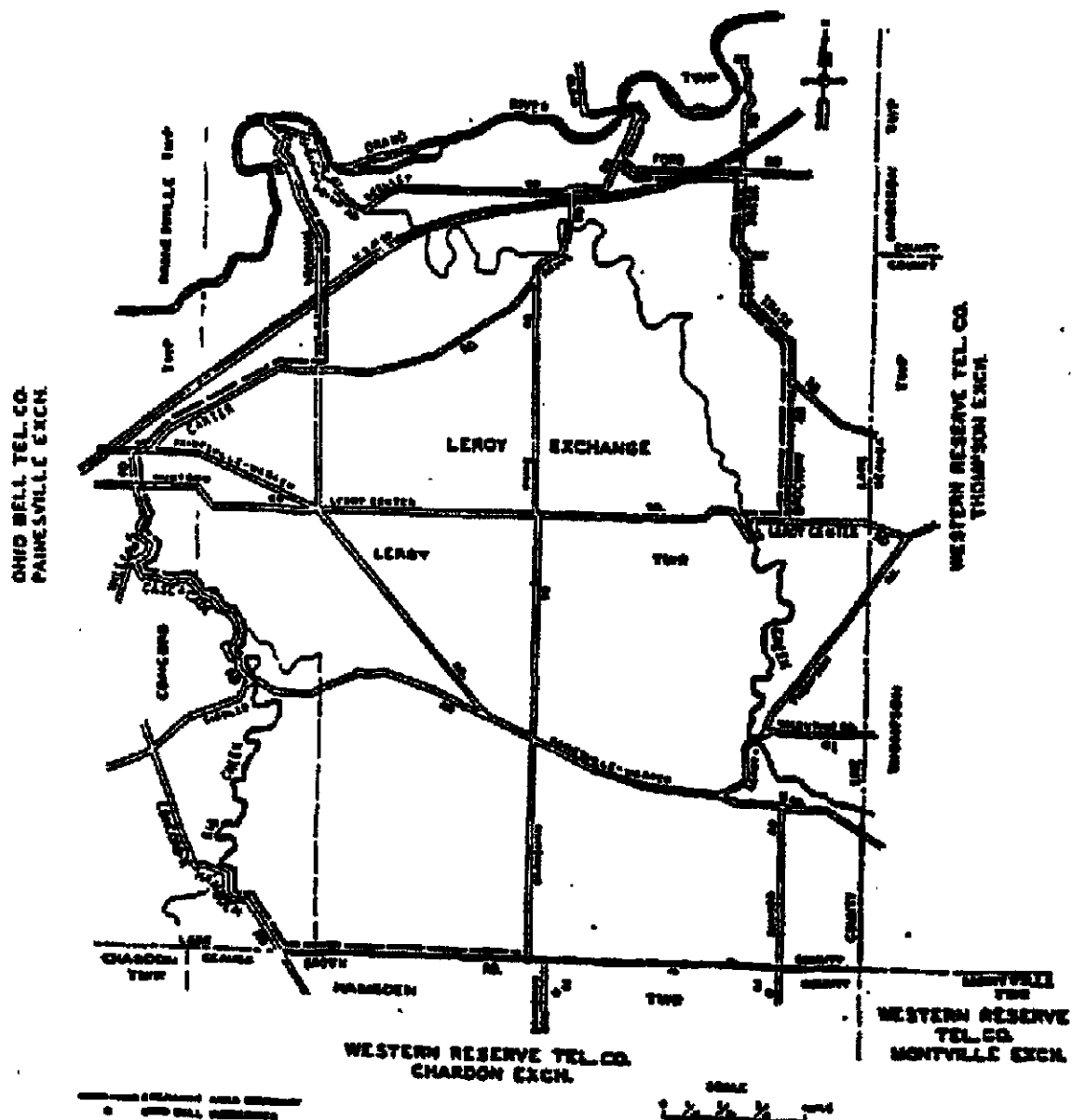
Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
4936 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____.

Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 205

LEROY EXCHANGE AREA MAP

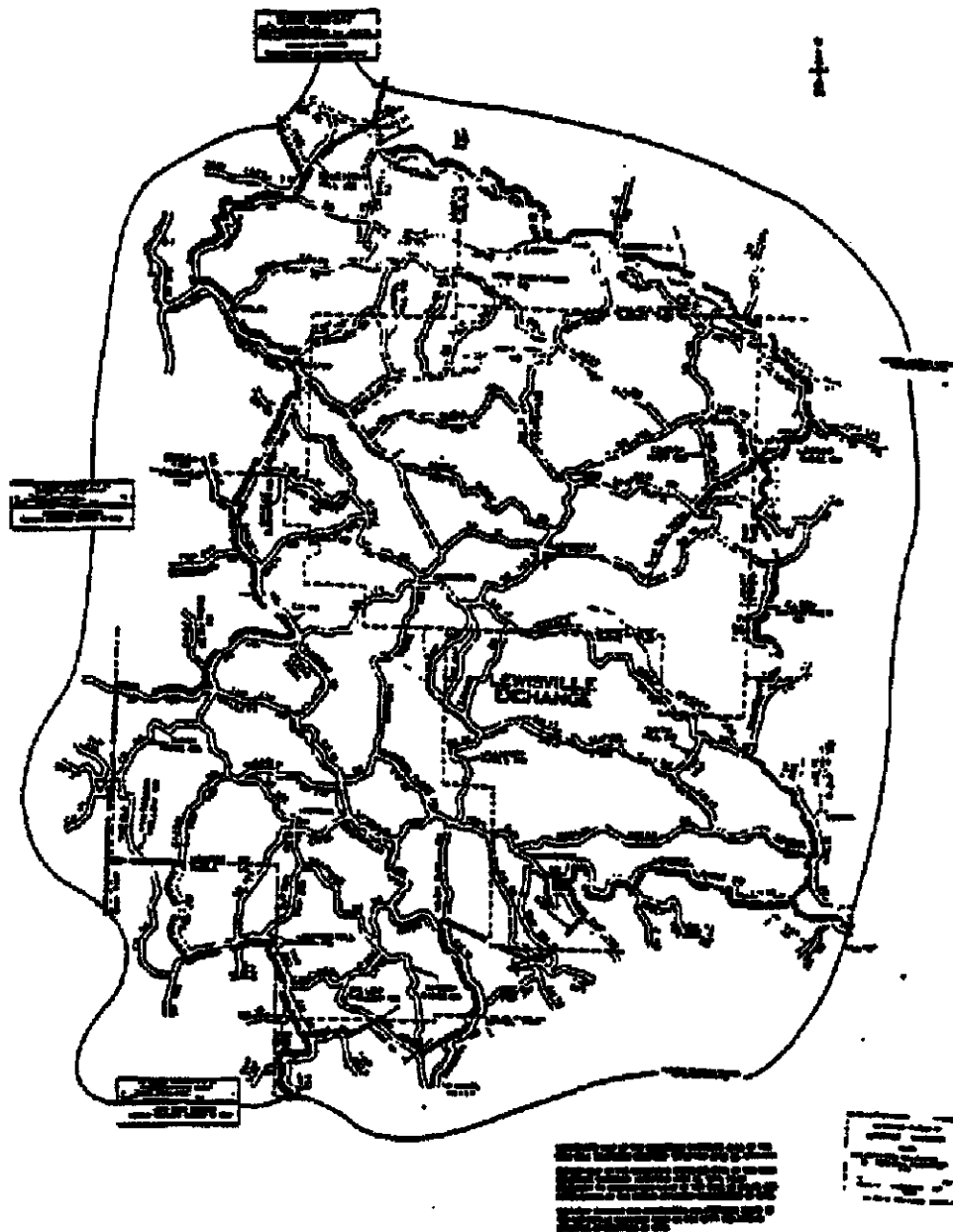
Issued:

Effective:

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LEWISVILLE EXCHANGE AREA MAP



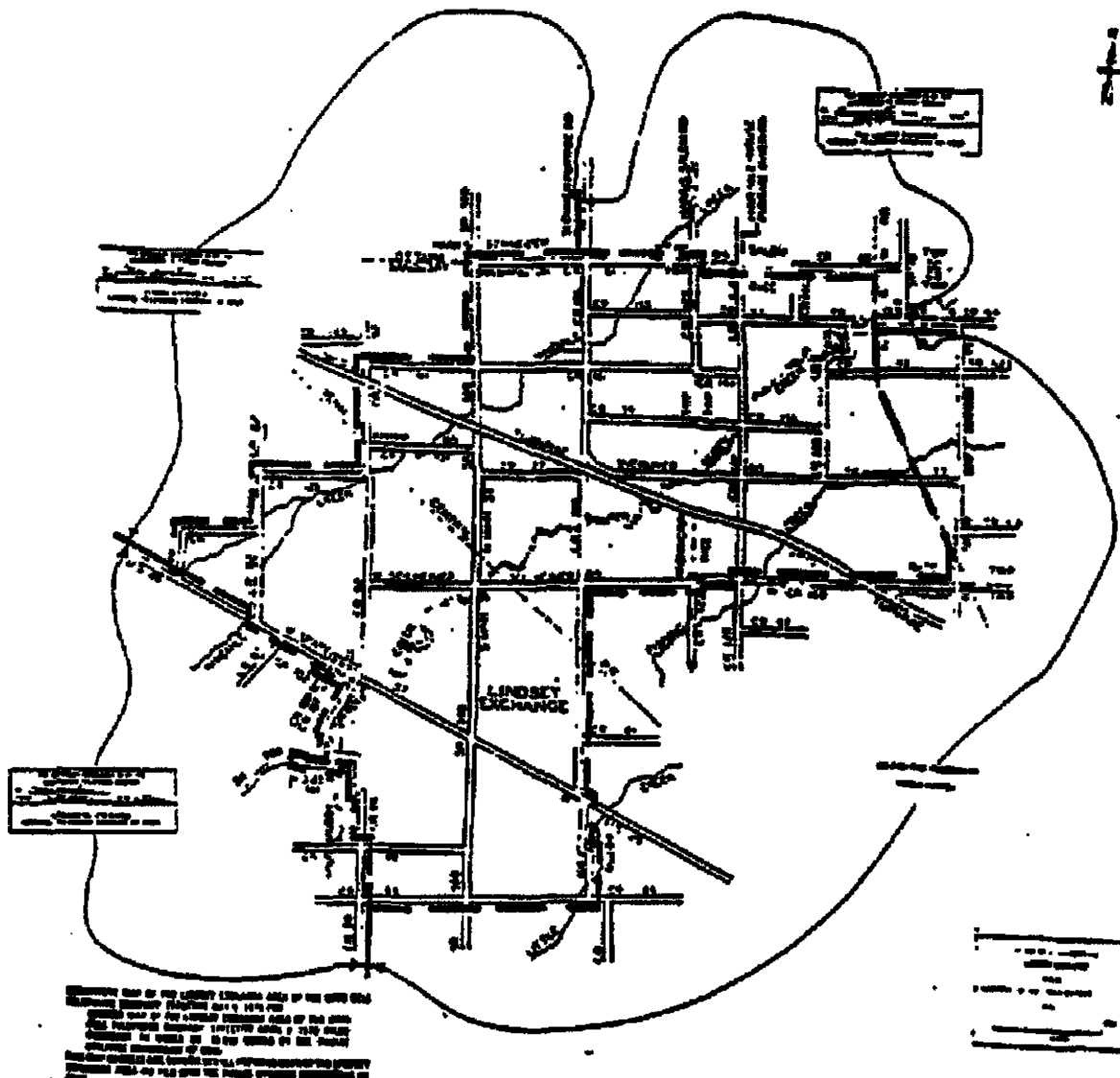
Issued:

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4938 Business Center Way
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In accordance with Case No. _____, issued _____.

LINDSEY EXCHANGE AREA MAP



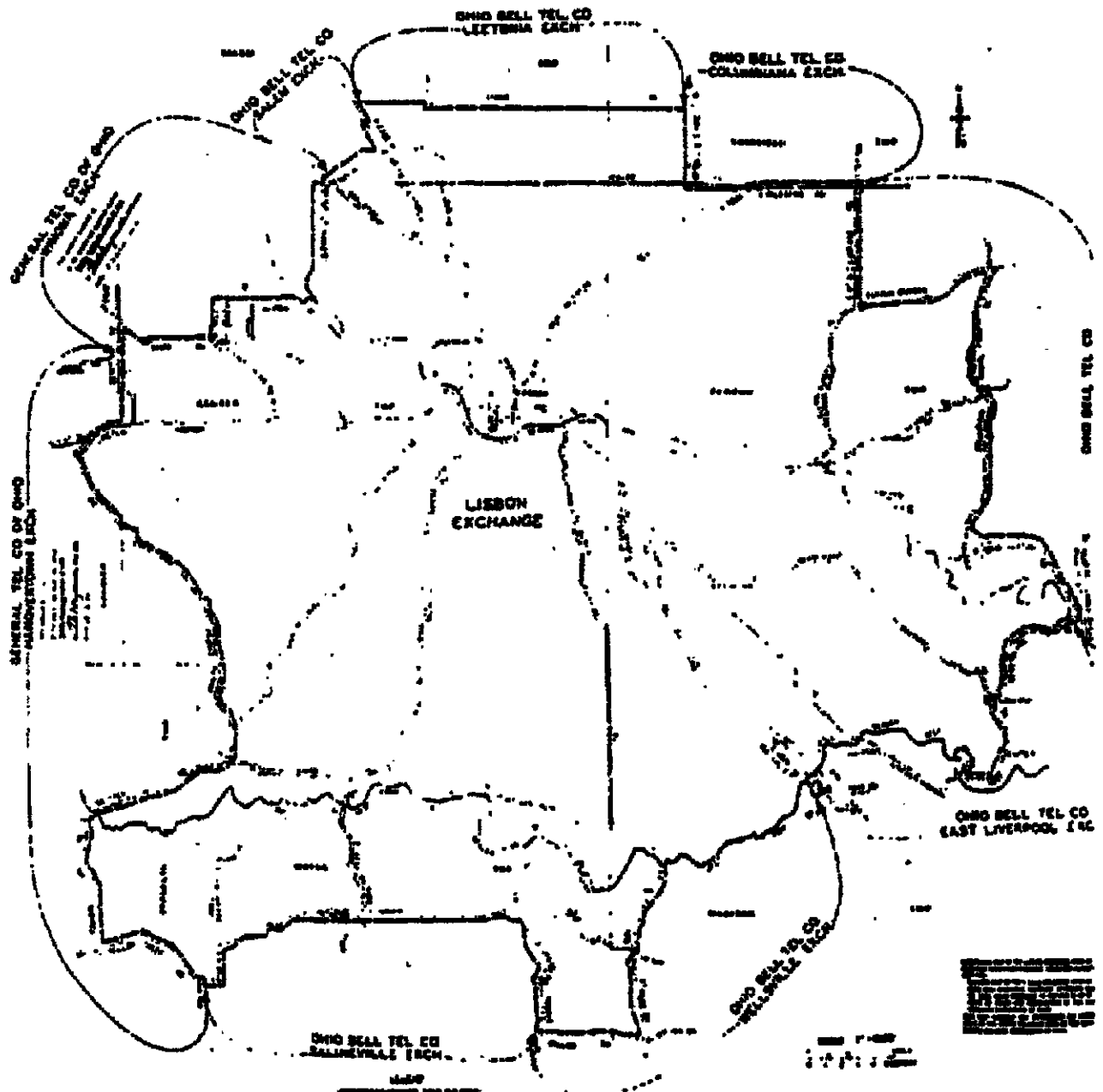
Issued:

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LISBON EXCHANGE AREA MAP



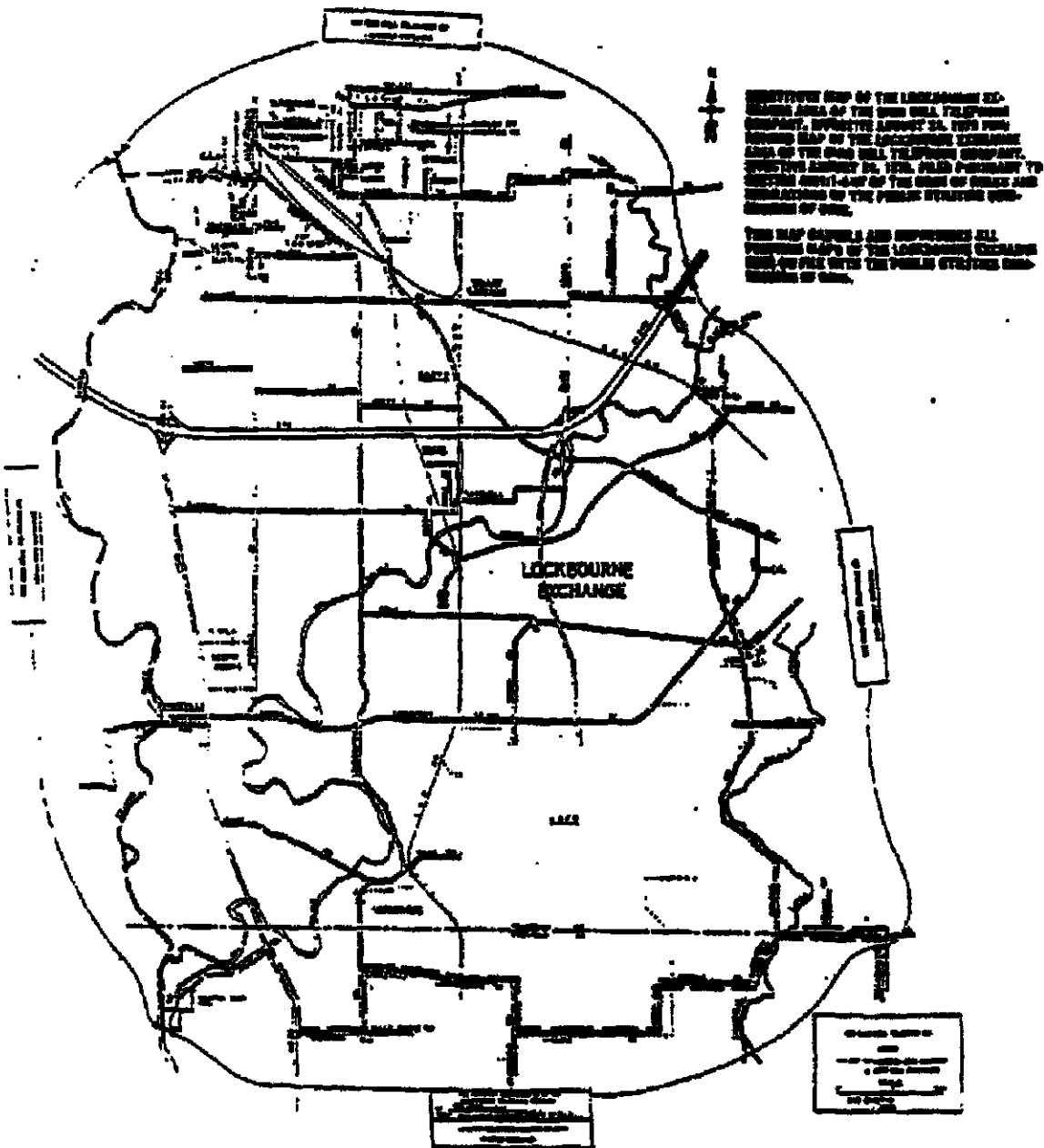
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LOCKBOURNE EXCHANGE AREA MAP



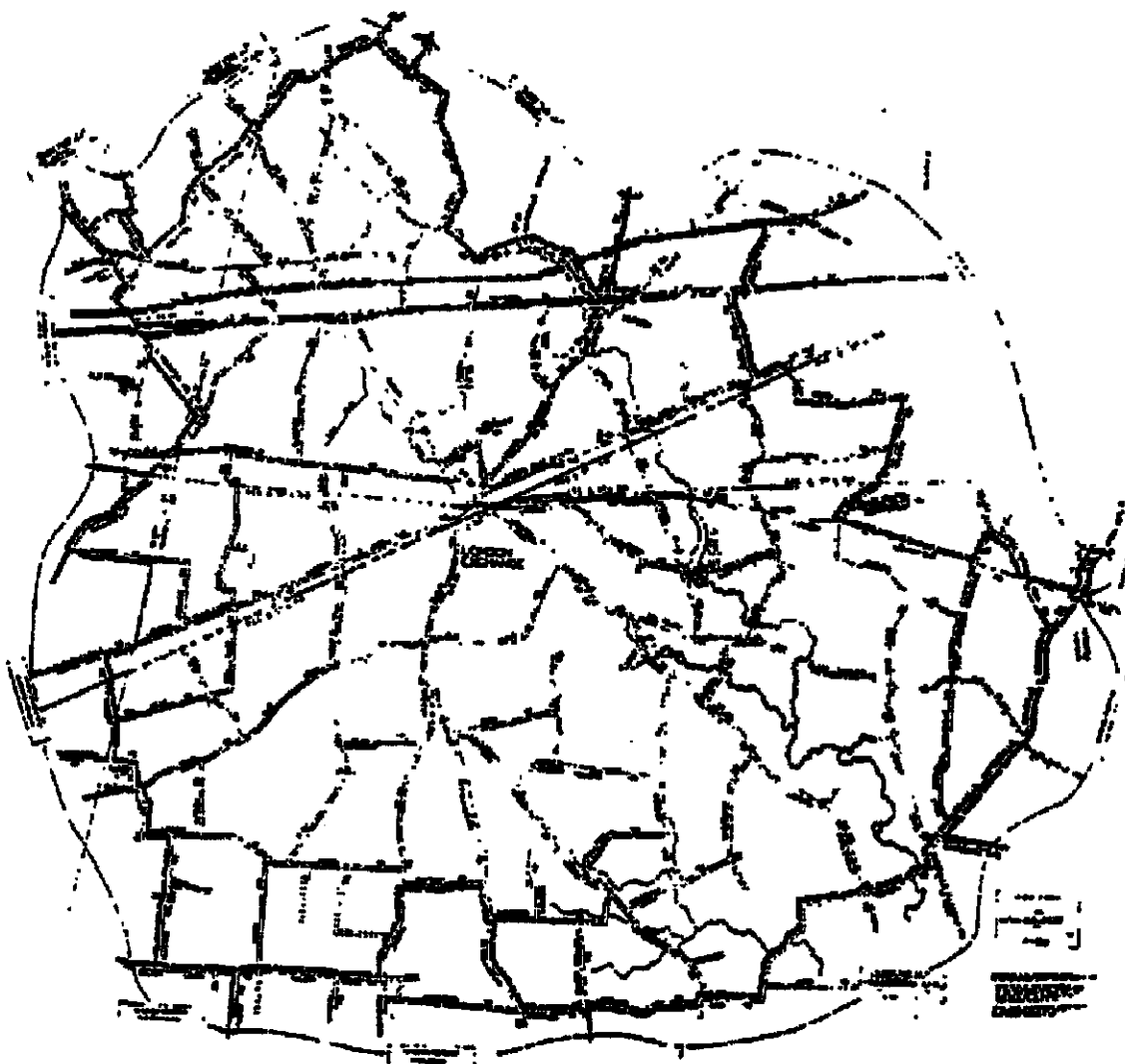
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LONDON EXCHANGE AREA MAP



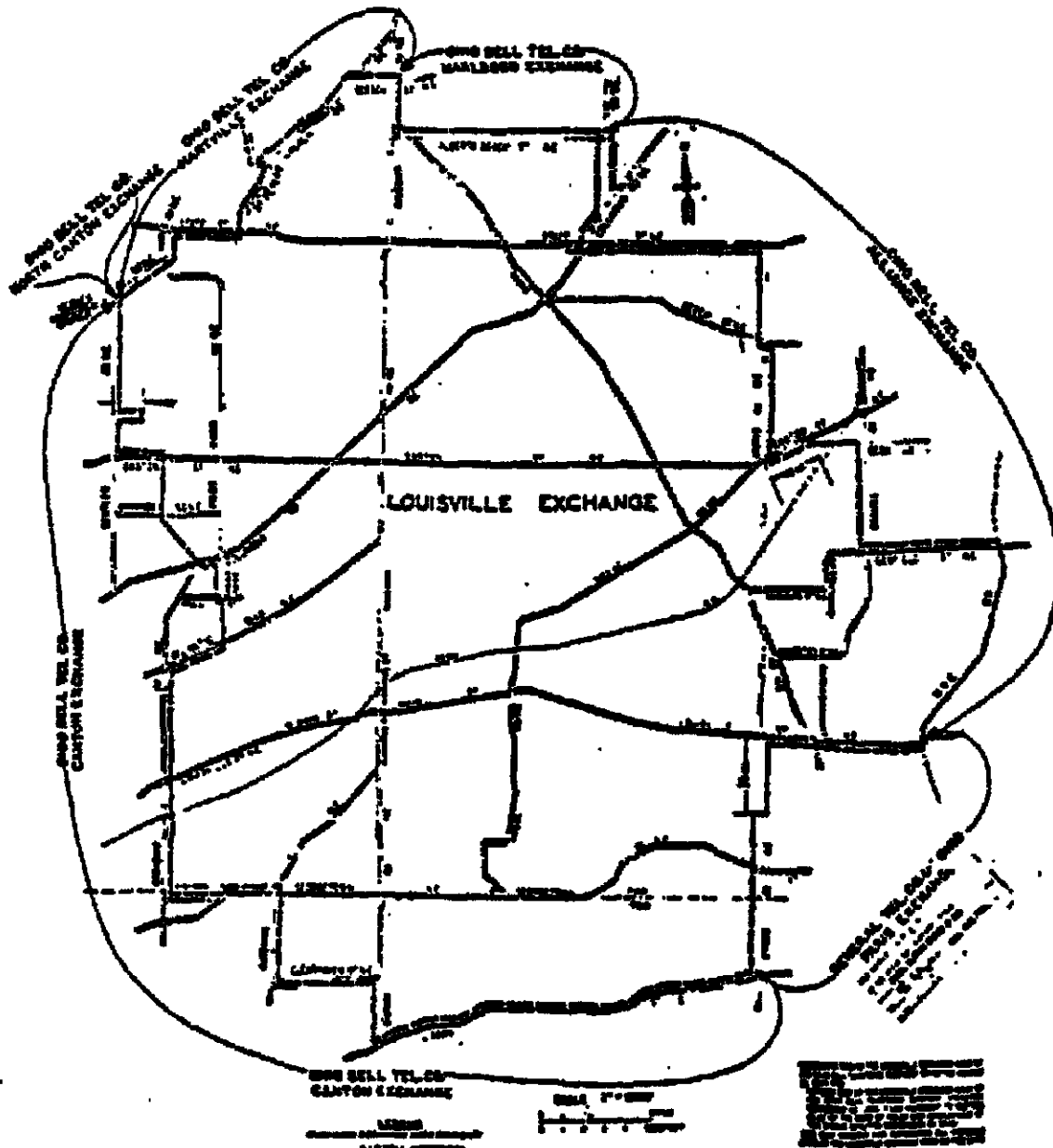
Issued:

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LOUISVILLE EXCHANGE AREA MAP



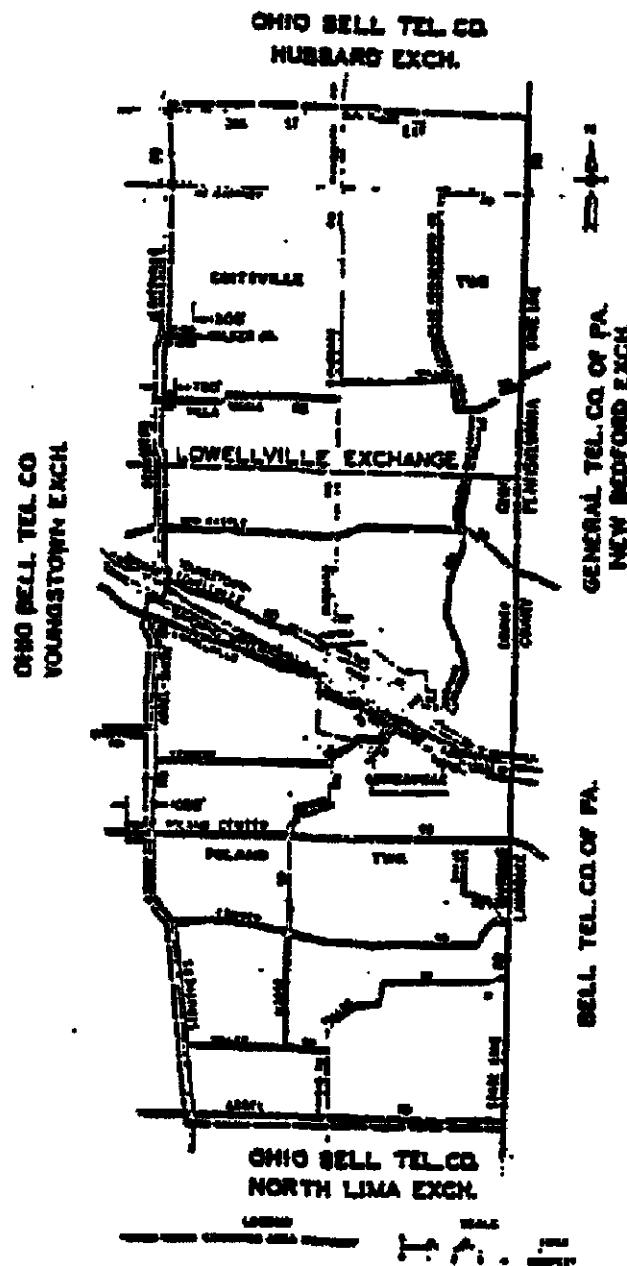
Issued:

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LOWELLVILLE EXCHANGE AREA MAP



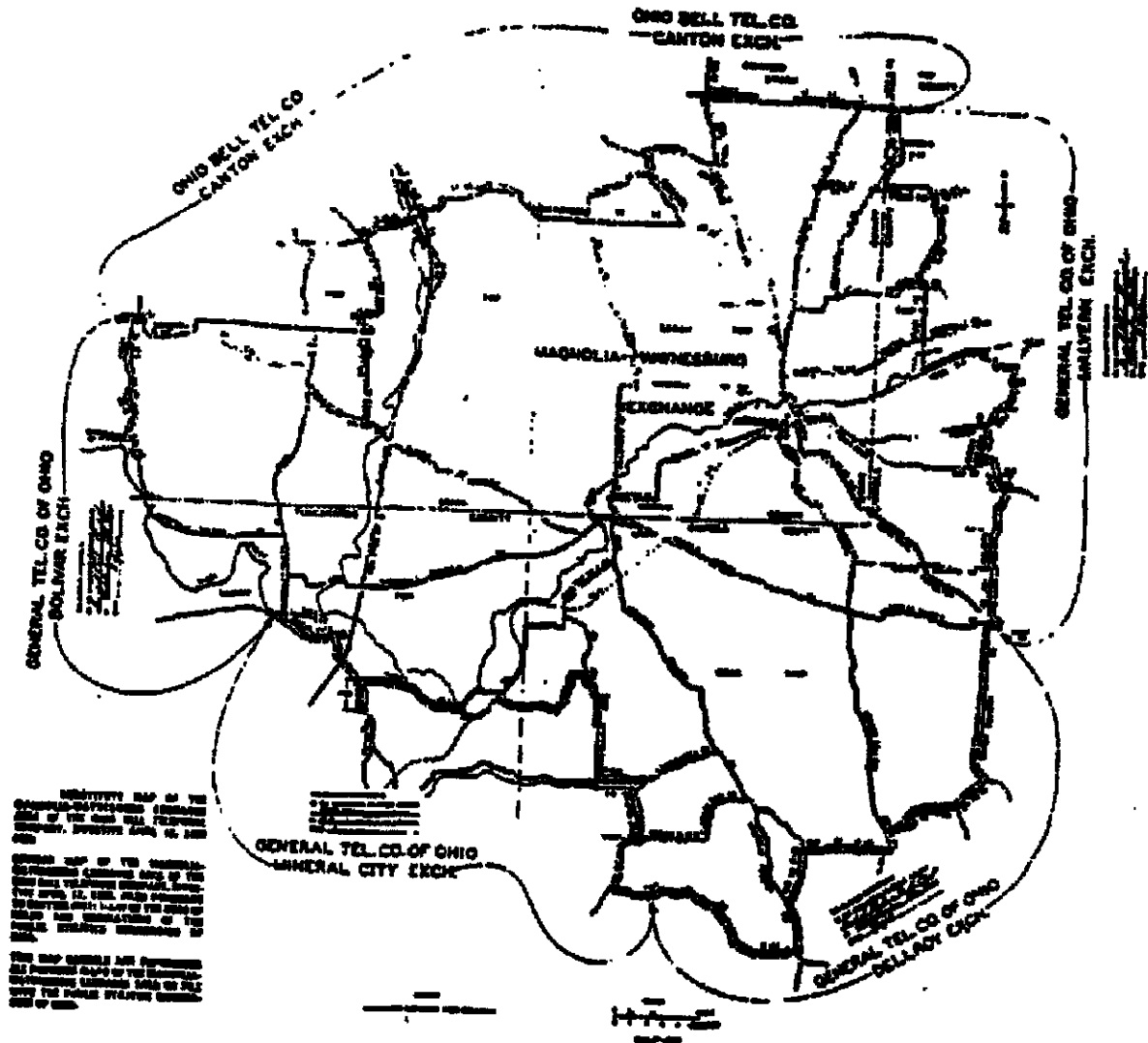
Issued:

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 PNG Telecommunications, Inc.
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MAGNOLIA-WAYNESBURG EXCHANGE AREA MAP



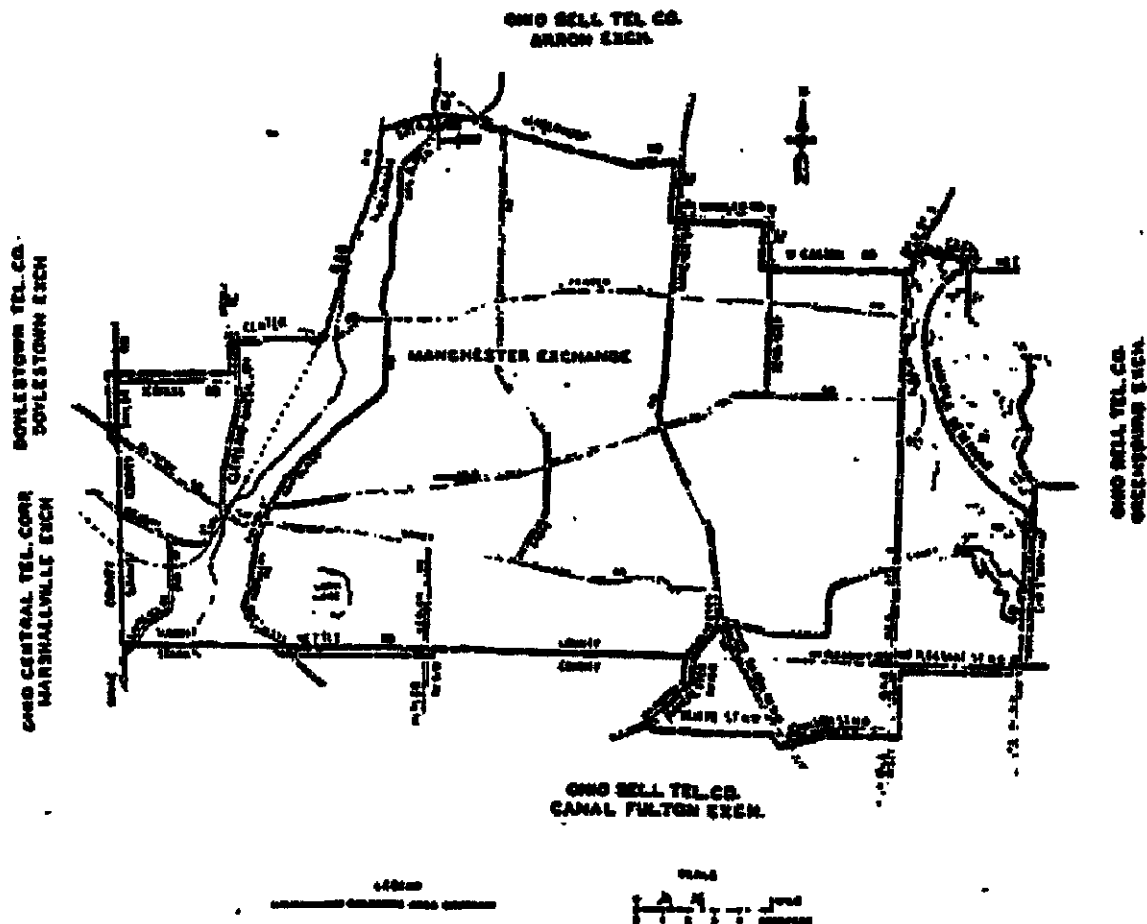
Issued:

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MANCHESTER EXCHANGE AREA MAP



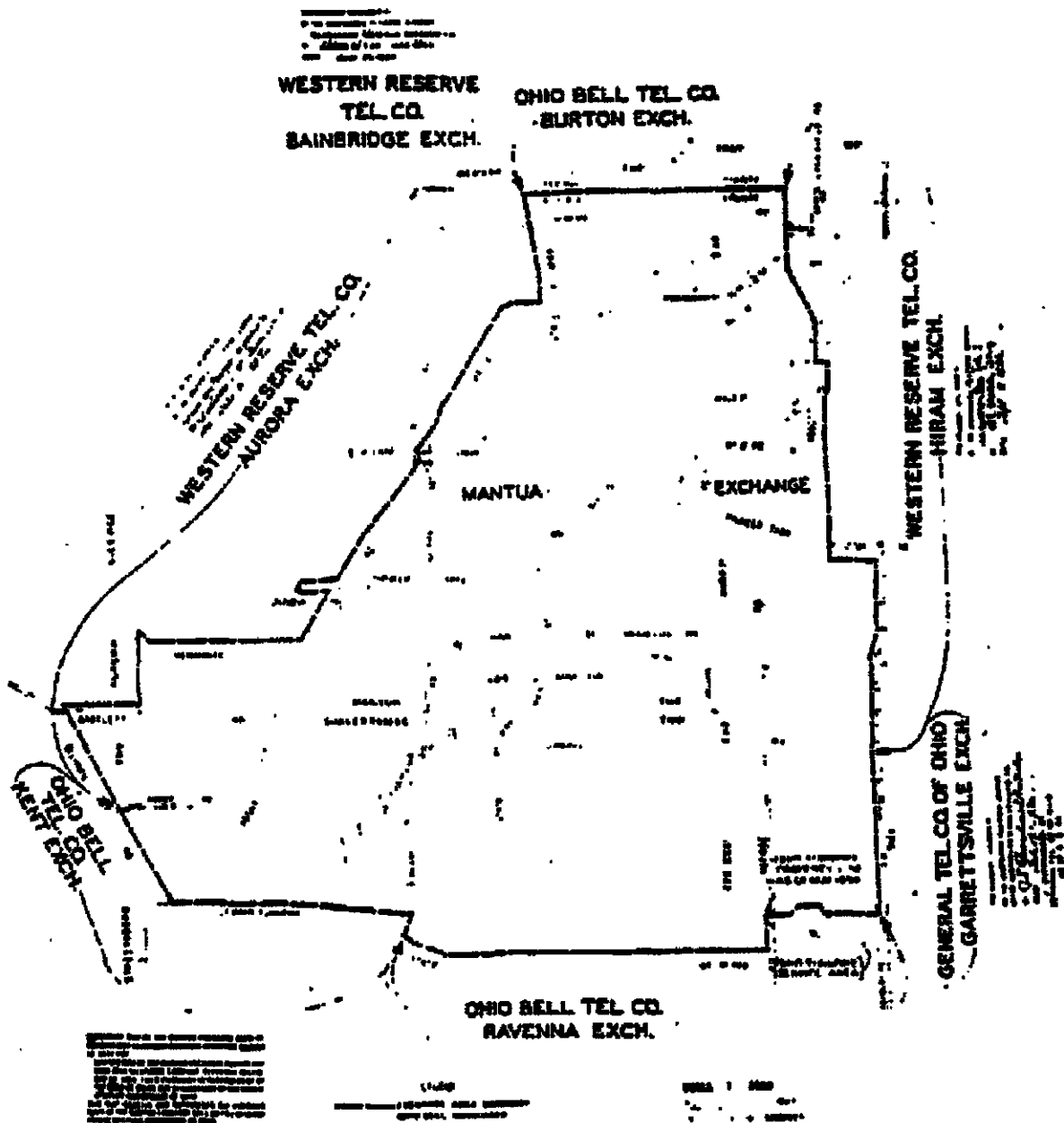
Issued:

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MANTUA EXCHANGE AREA MAP



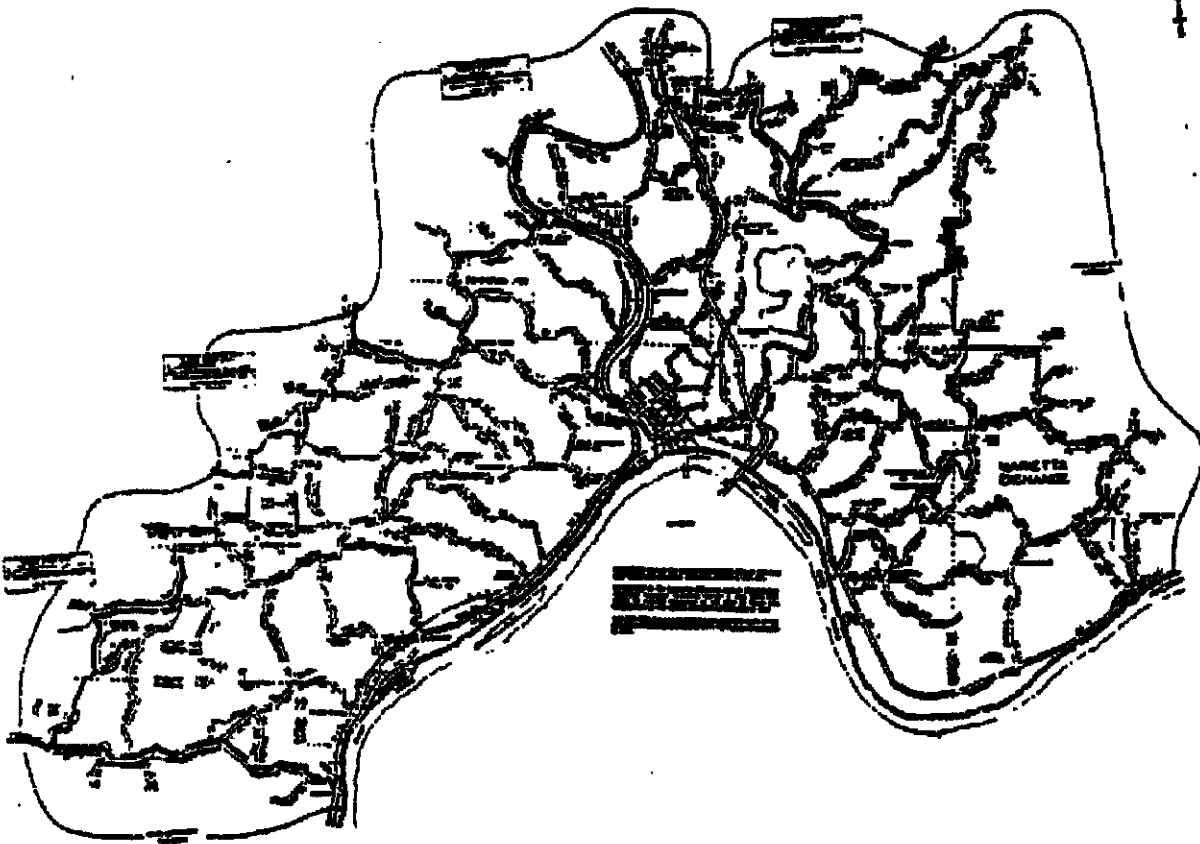
Issued:

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MARIETTA EXCHANGE AREA MAP



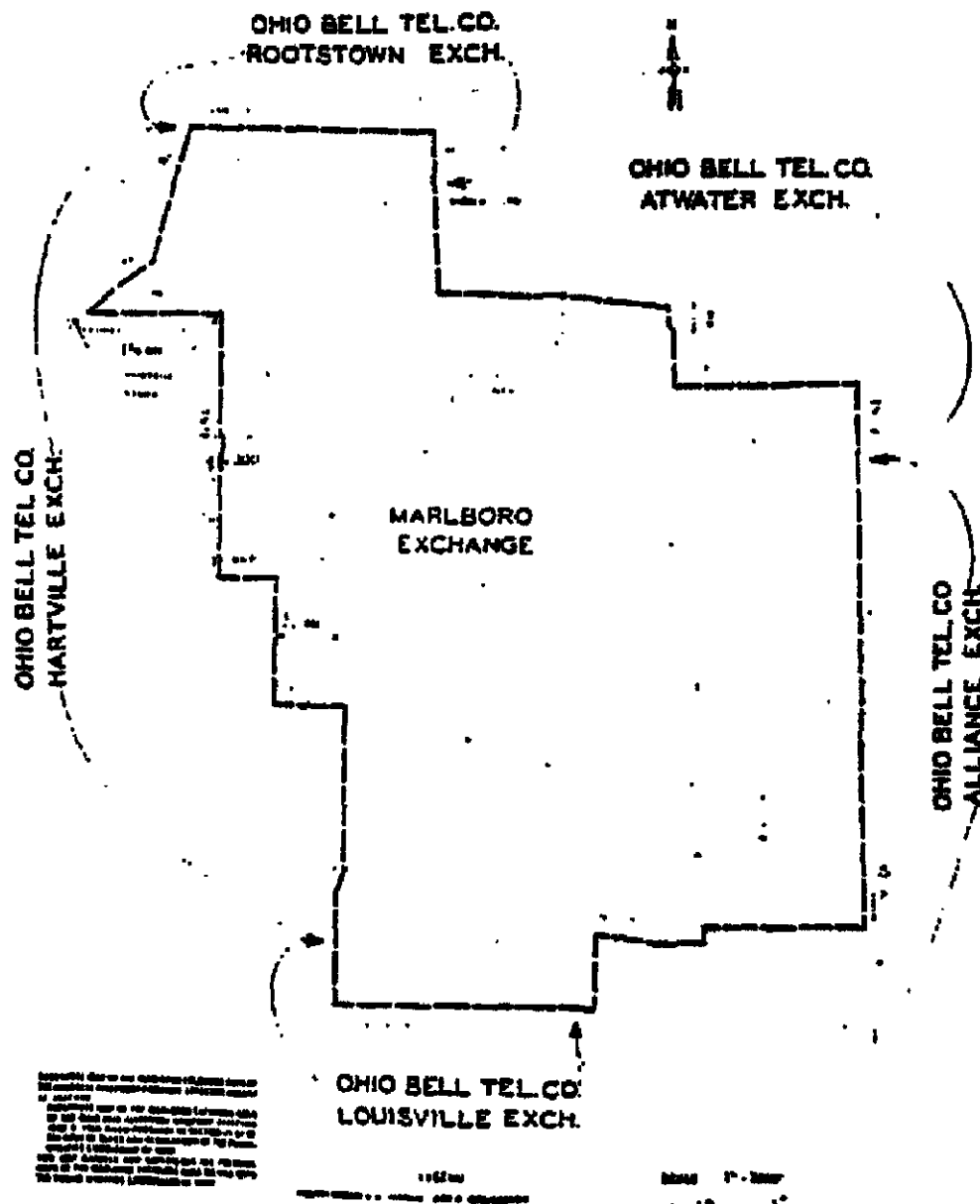
Issued:

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PNG Telecommunications, Inc.
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MARLBORO EXCHANGE AREA MAP



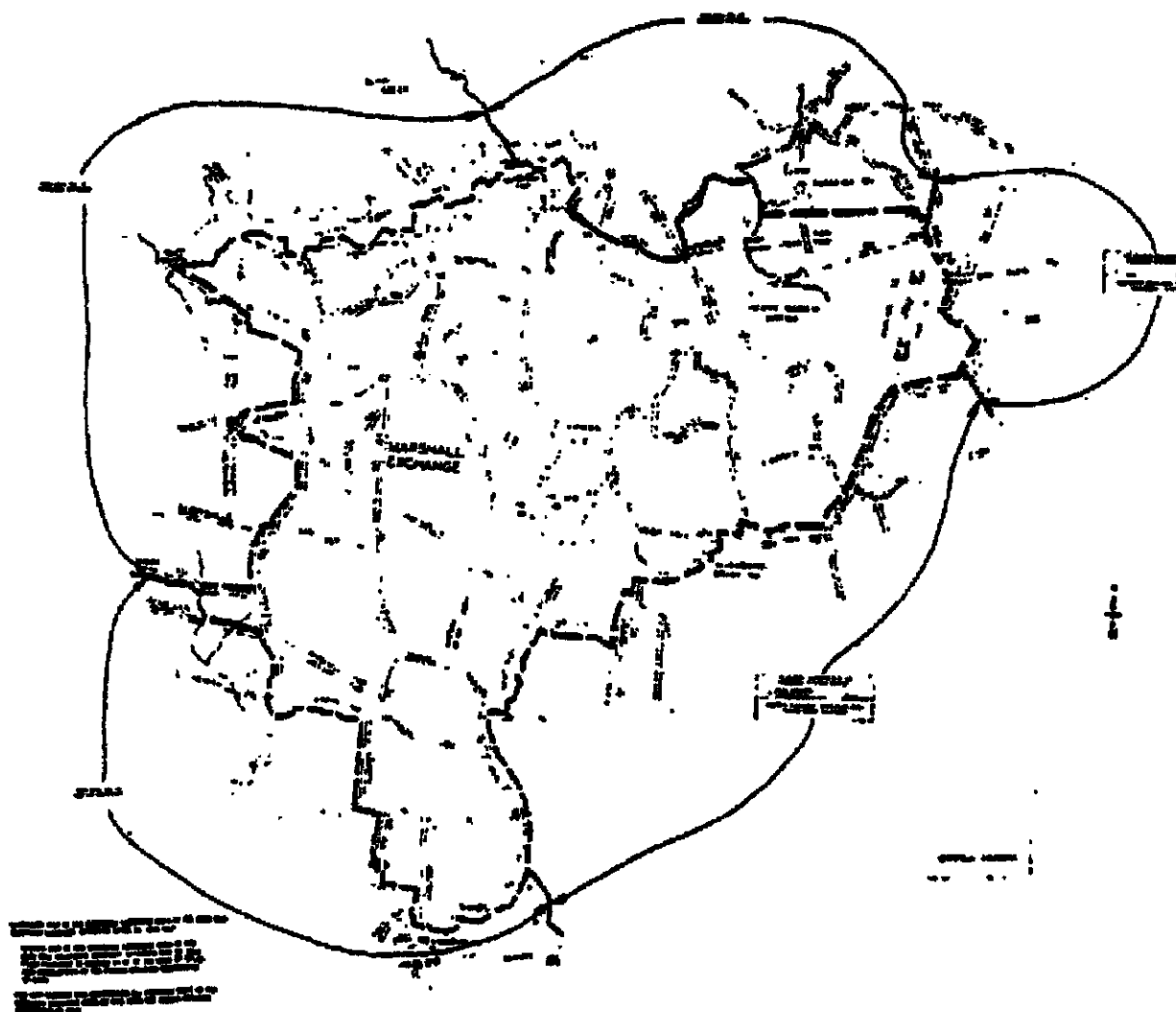
Issued:

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MARSHALL EXCHANGE AREA MAP



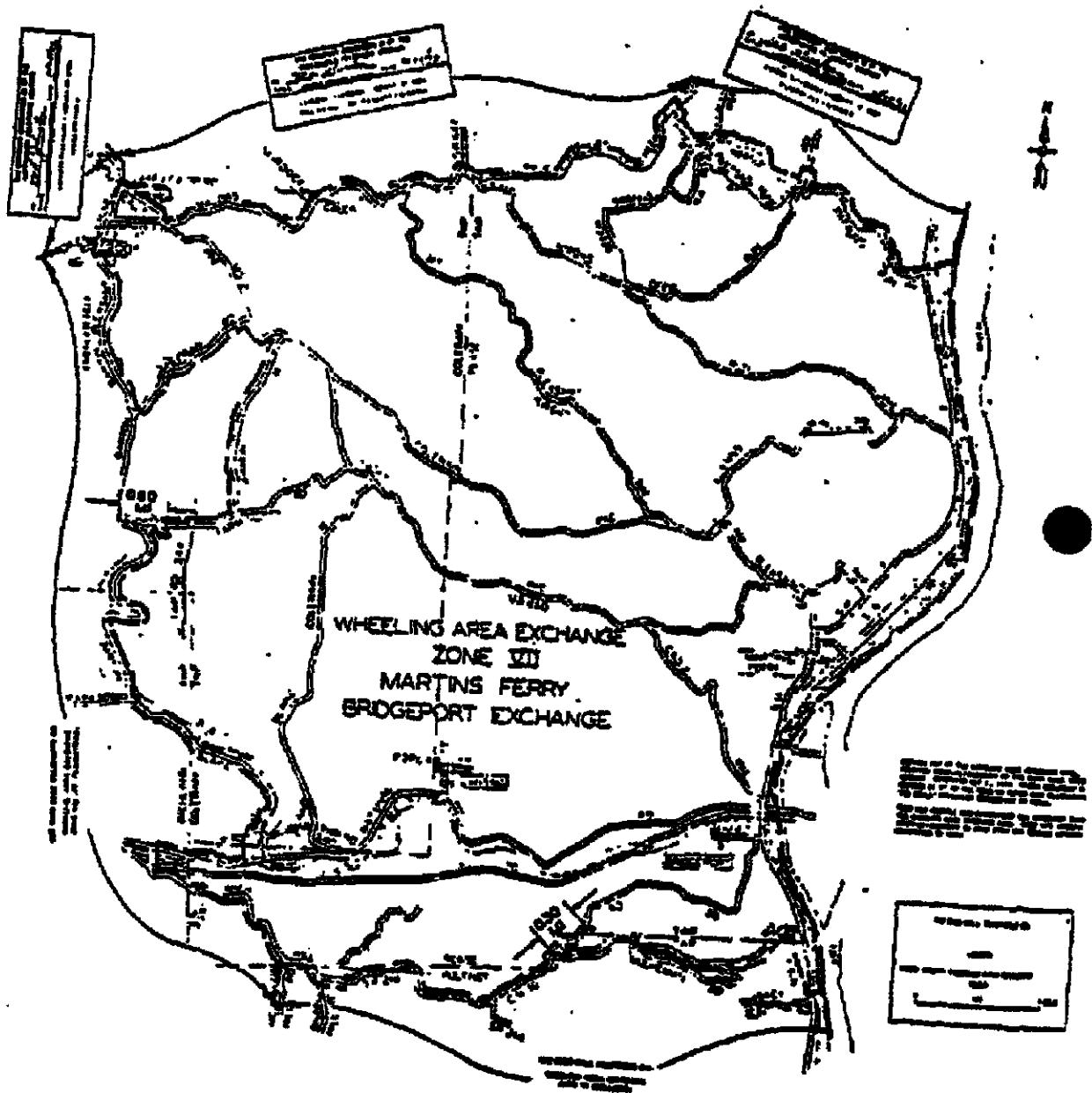
Issued:

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MARTINS FERRY-BRIDGEPORT EXCHANGE AREA MAP



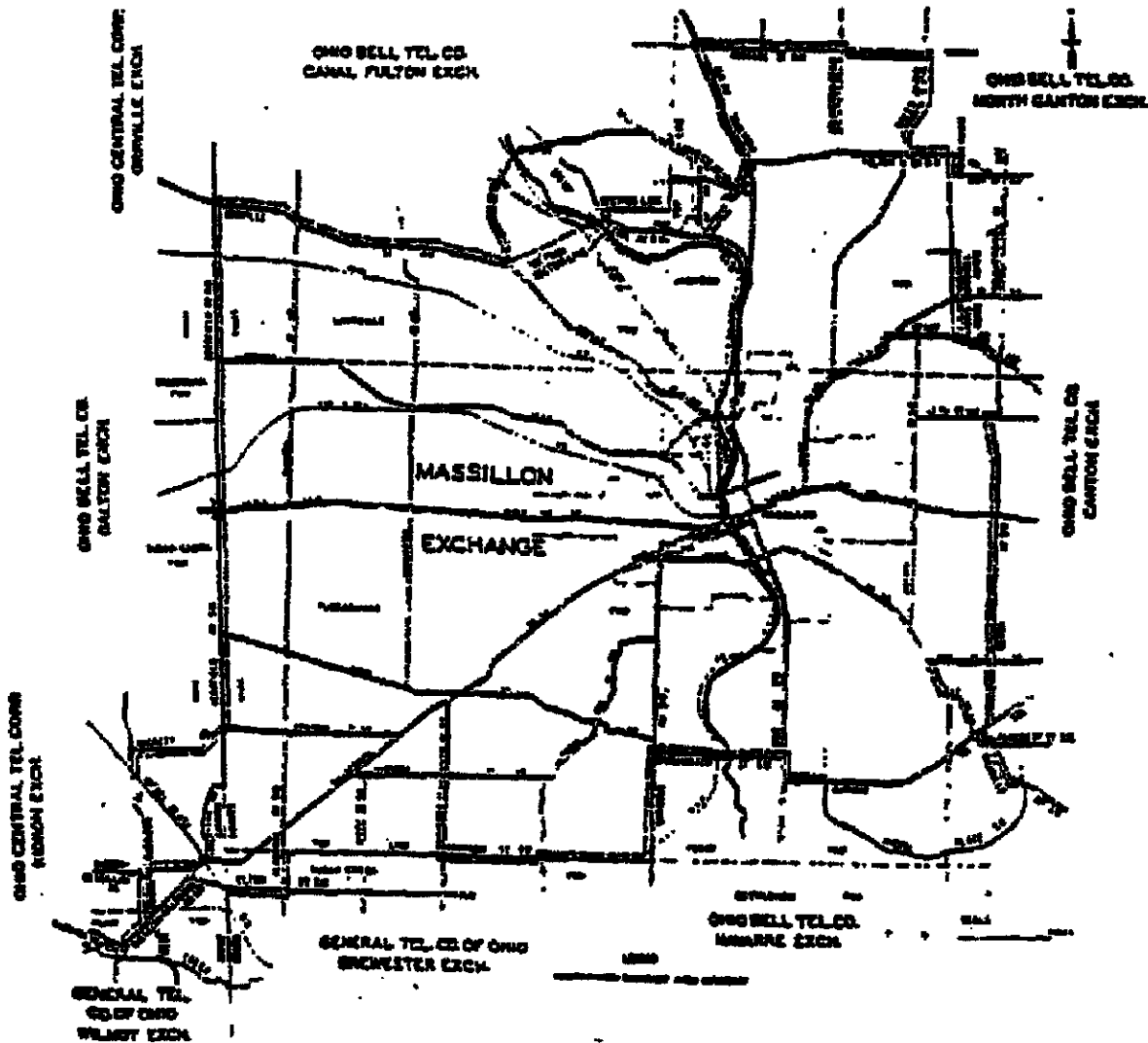
Issued:

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PNG Telecommunications, Inc.
4938 Business Center Way
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MASSILLON EXCHANGE AREA MAP



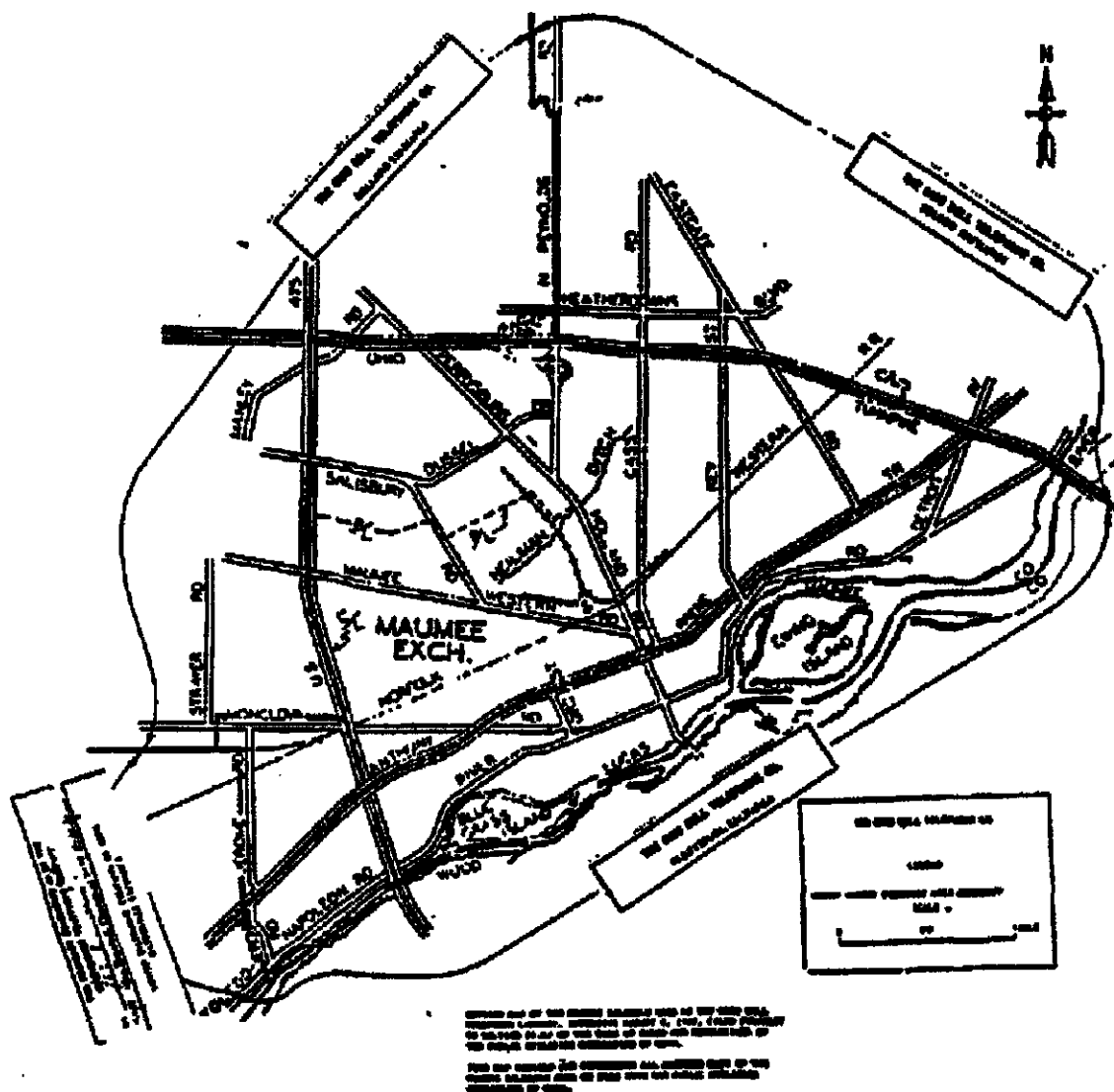
Issued:

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4936 Business Center Way
Cincinnati, Ohio 45246

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MAUMEE EXCHANGE AREA MAP



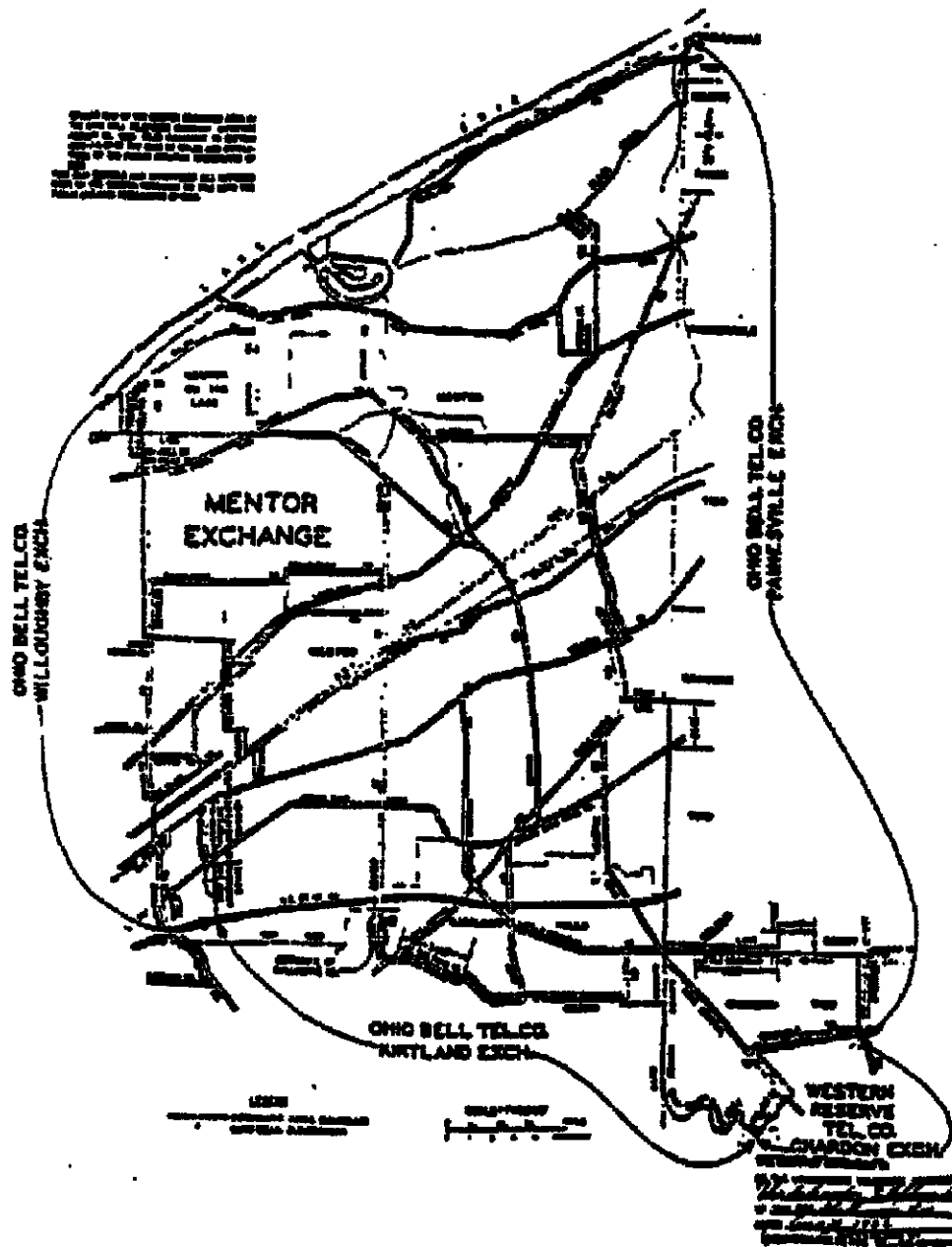
Issued:

Effective:

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PNG Telecommunications, Inc.
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MENTOR EXCHANGE AREA MAP



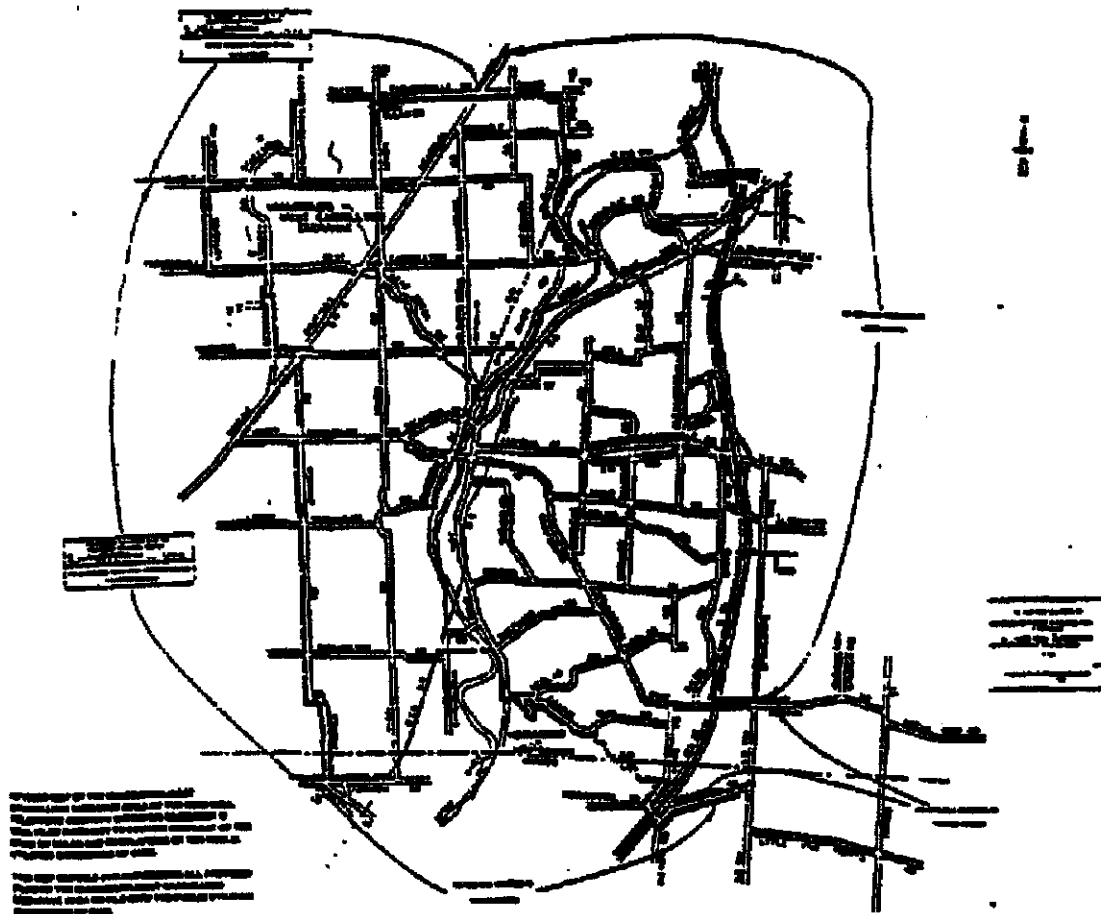
Issued:

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MIAMISBURG-WEST CARROLLTON EXCHANGE AREA MAP



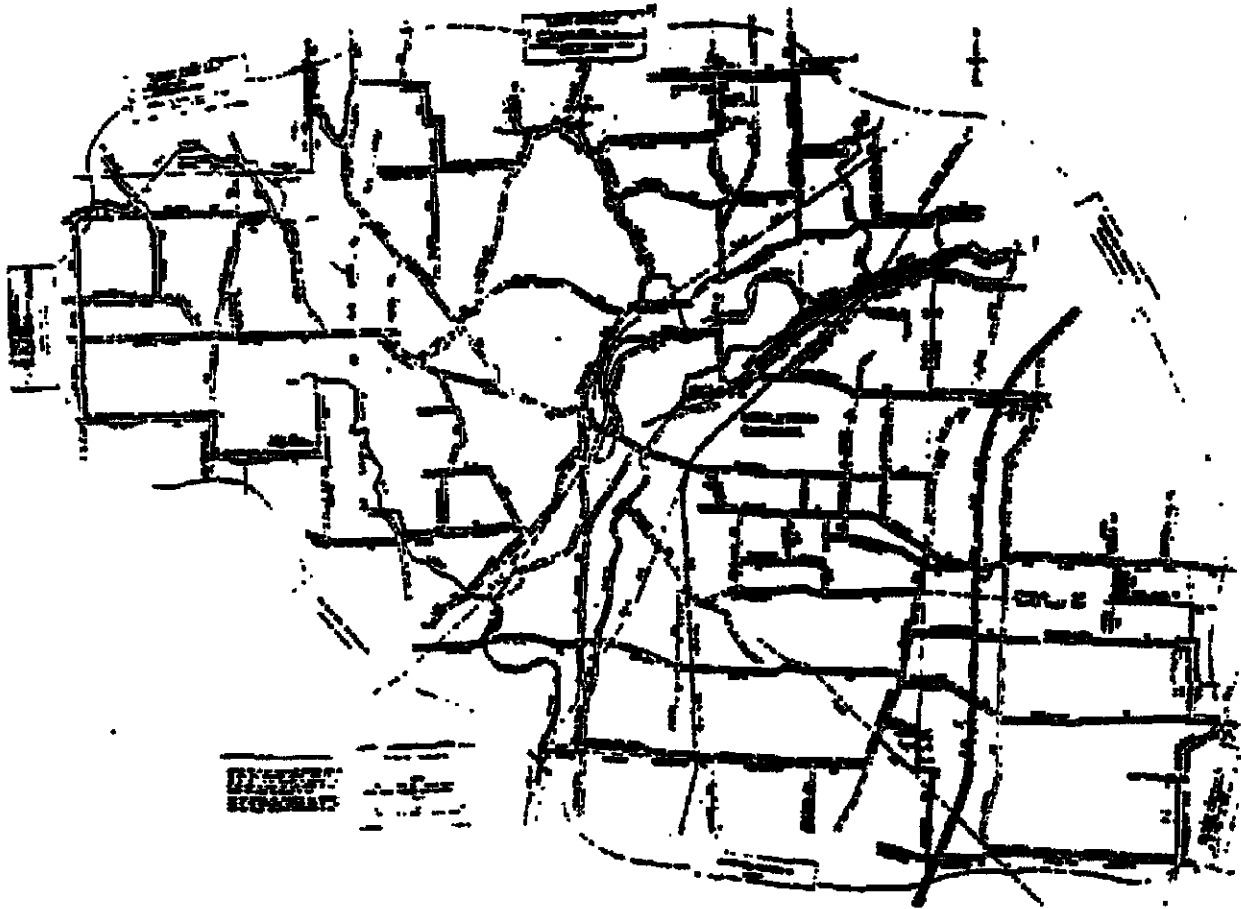
Issued:

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PNG Telecommunications, Inc.
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Cincinnati, Ohio 45248

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MIDDLETOWN EXCHANGE AREA MAP



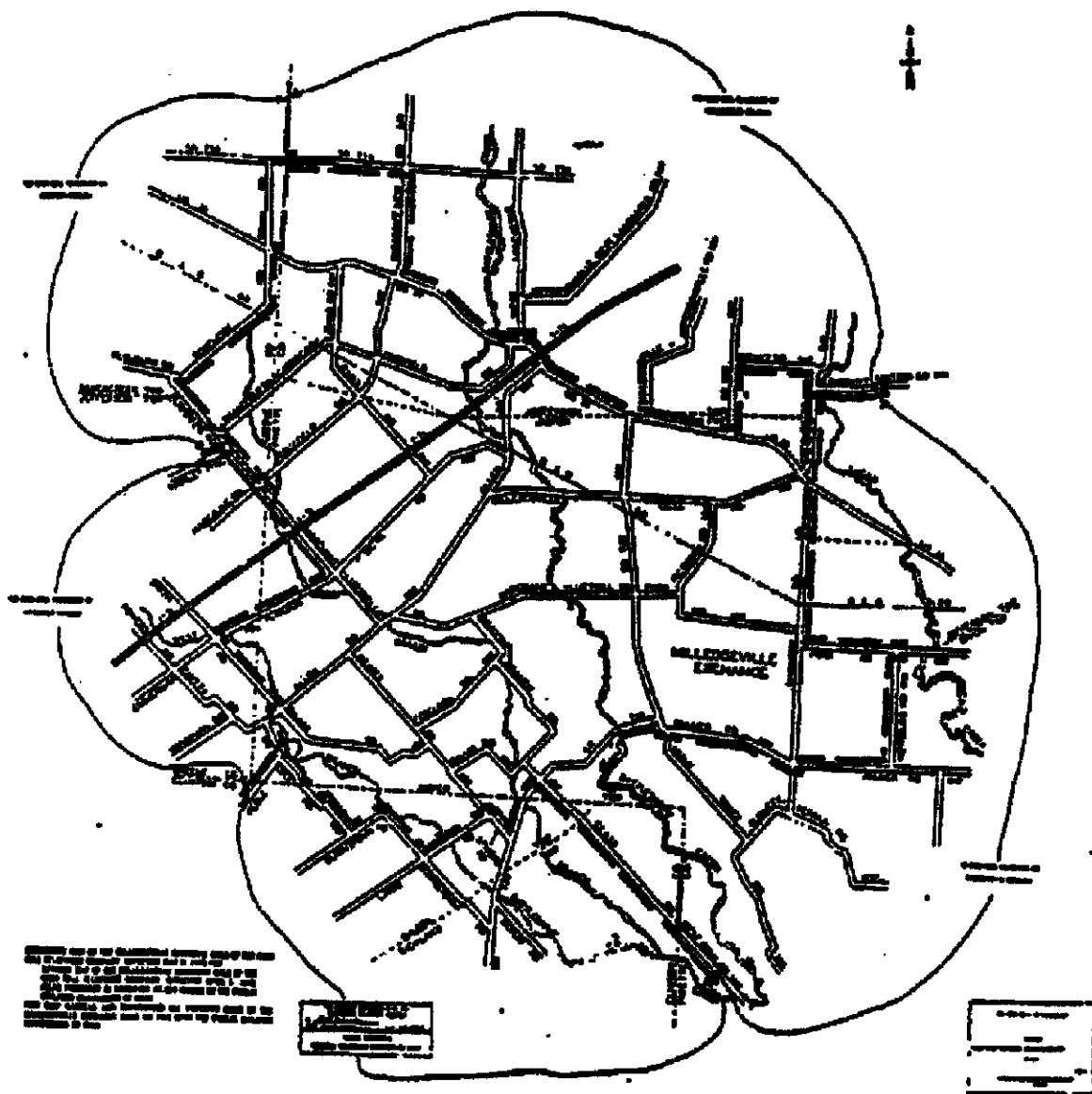
Issued:

Effective:

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In accordance with Case No. _____ issued _____

MILLEDGEVILLE EXCHANGE AREA MAP



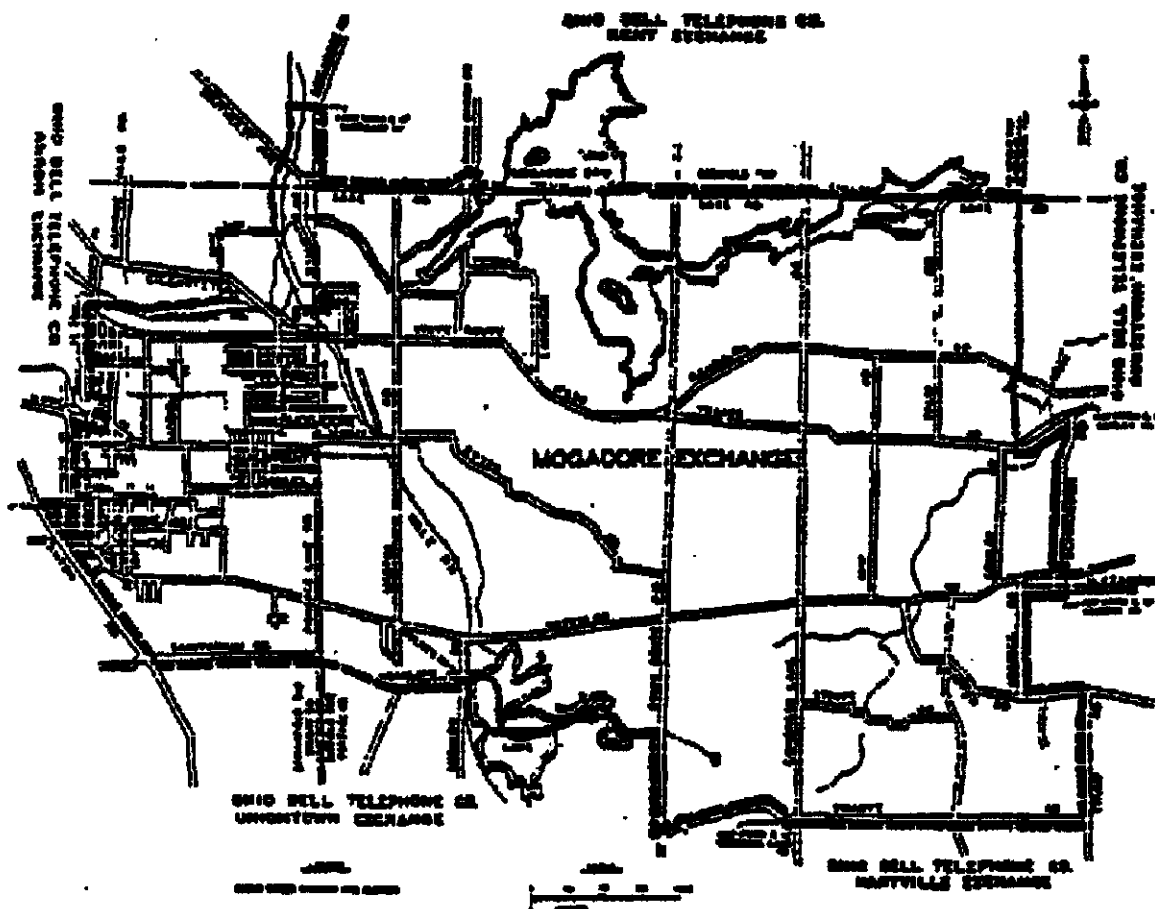
Issued:

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MOGADORE EXCHANGE AREA MAP



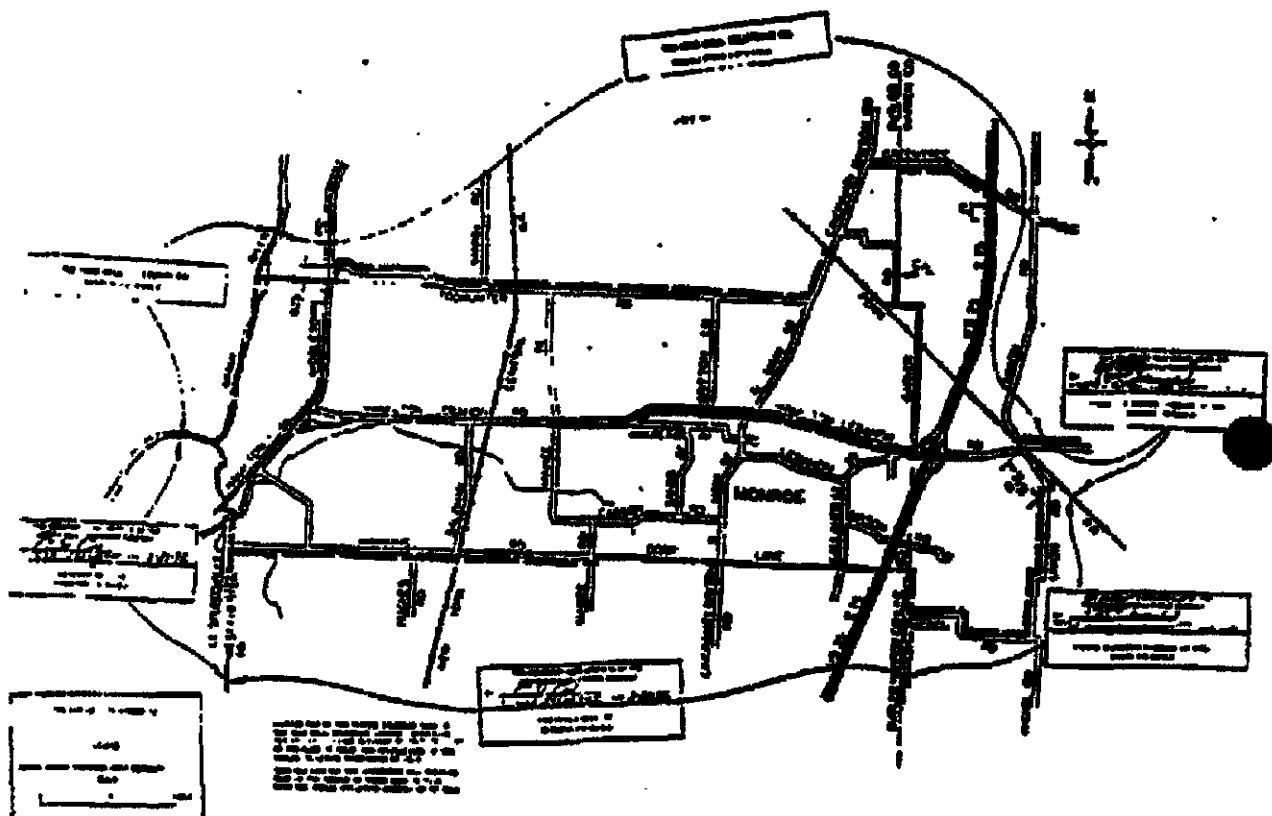
Issued:

Effective:

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MONROE EXCHANGE AREA MAP



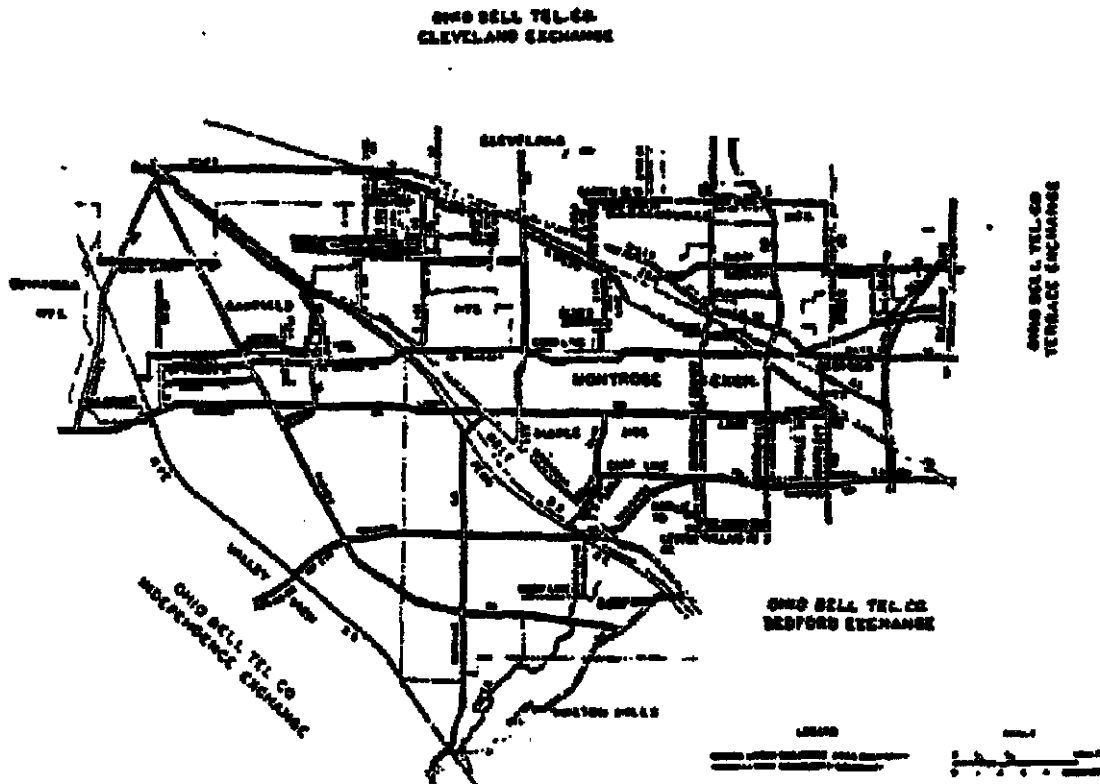
Issued:

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4938 Business Center Way
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MONTROSE EXCHANGE AREA MAP



Issued:

Effective:

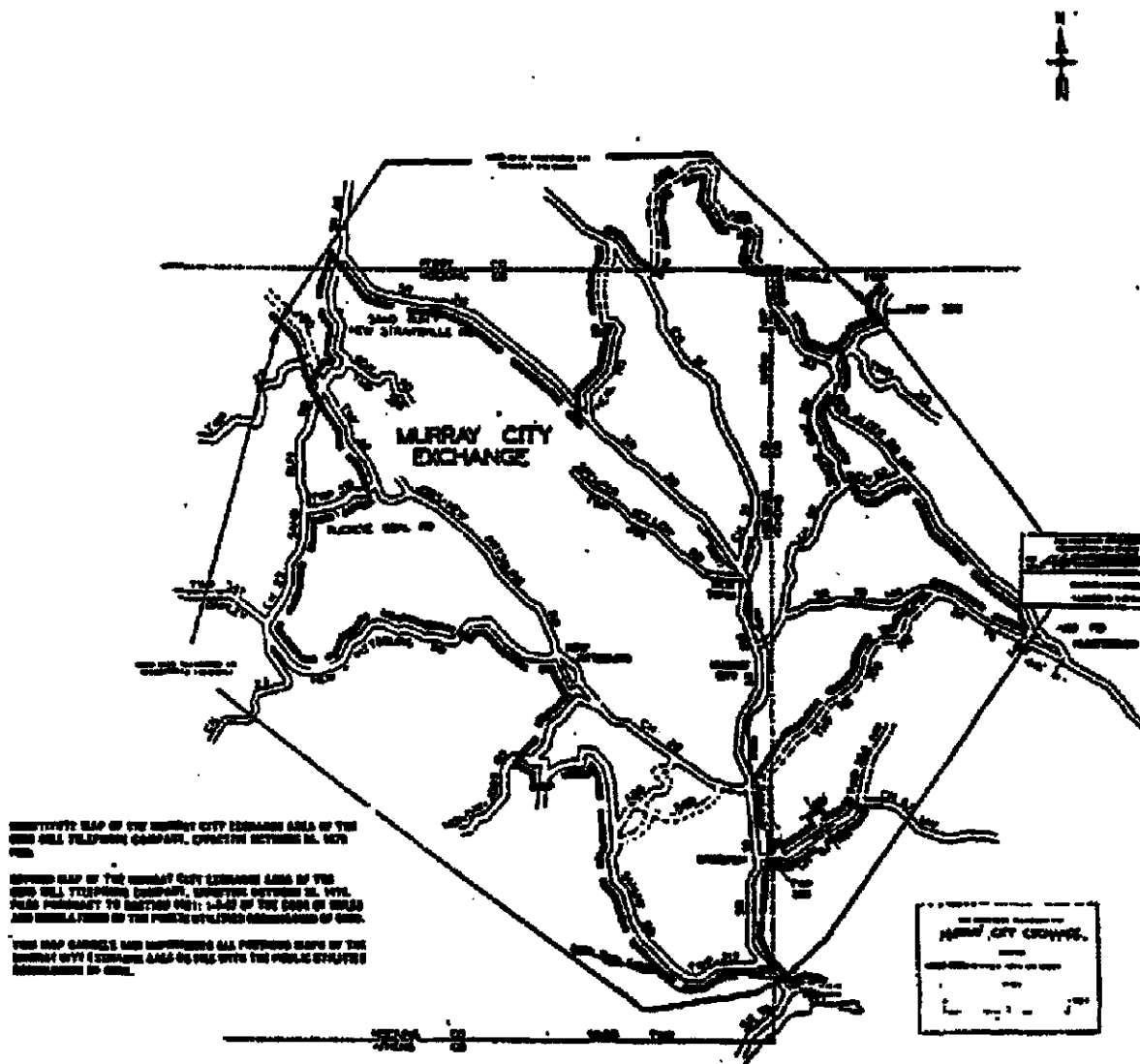
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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 23f

MURRAY CITY EXCHANGE AREA MAP



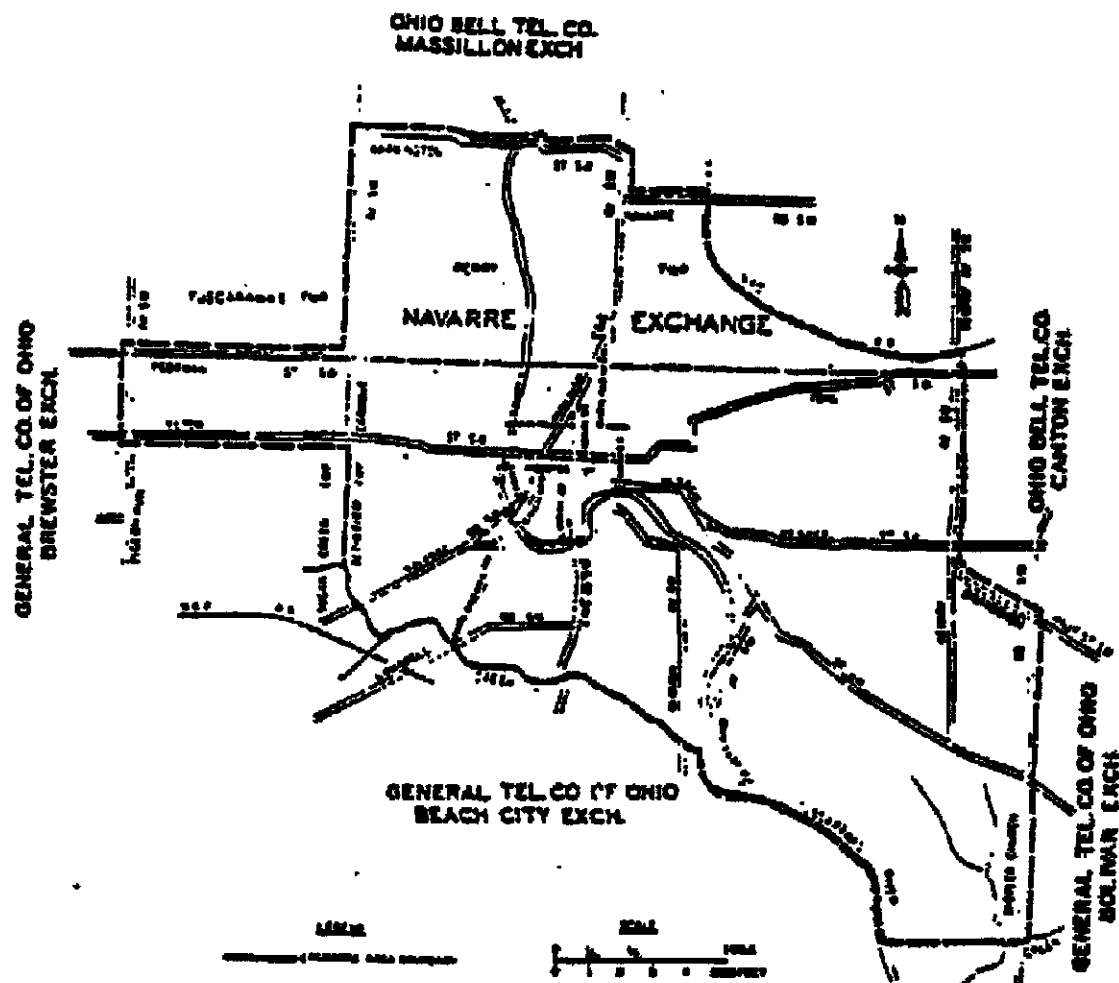
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45240**

In accordance with Case No. _____, issued _____

NAVARRE EXCHANGE AREA MAP



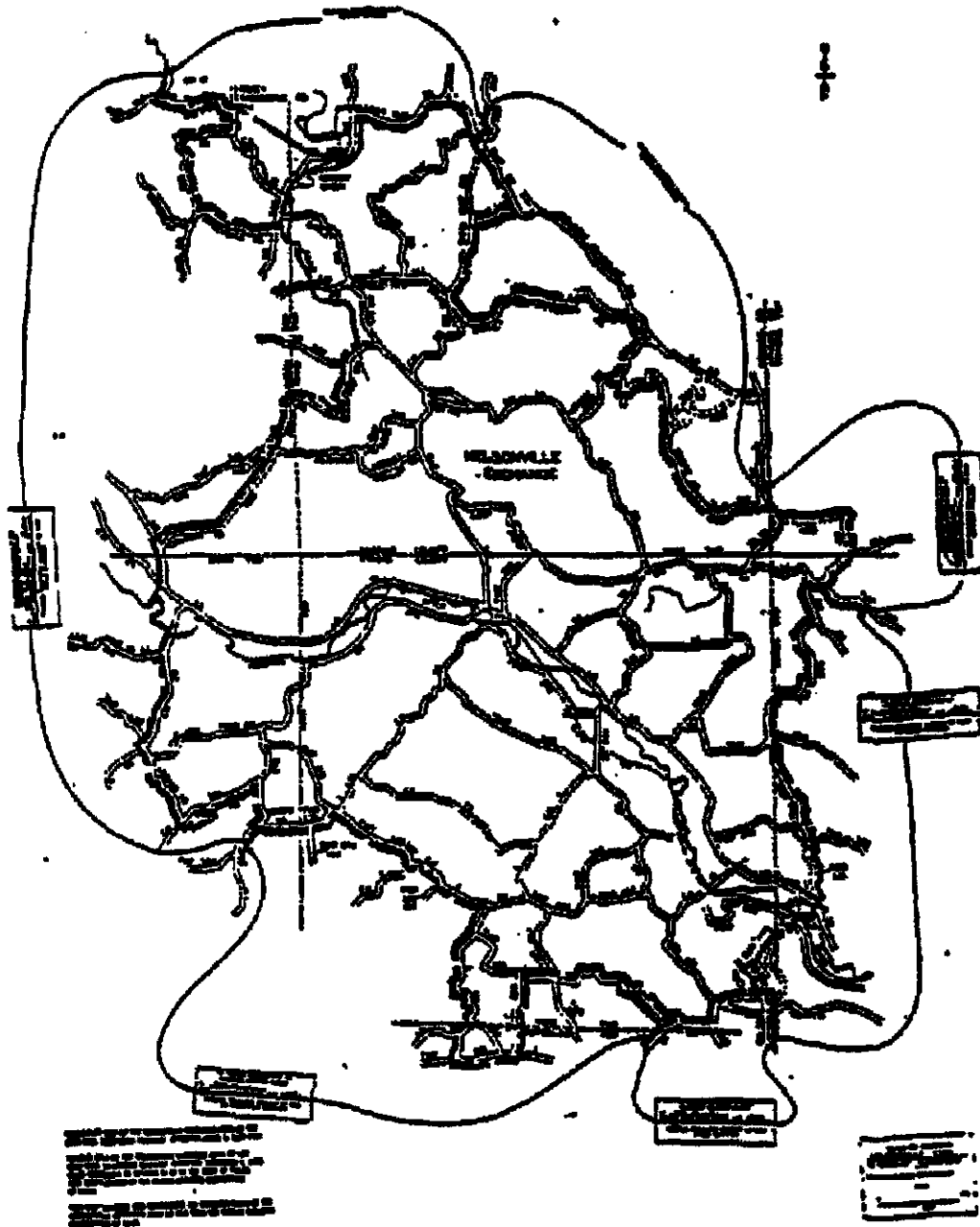
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

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NELSONVILLE EXCHANGE AREA MAP



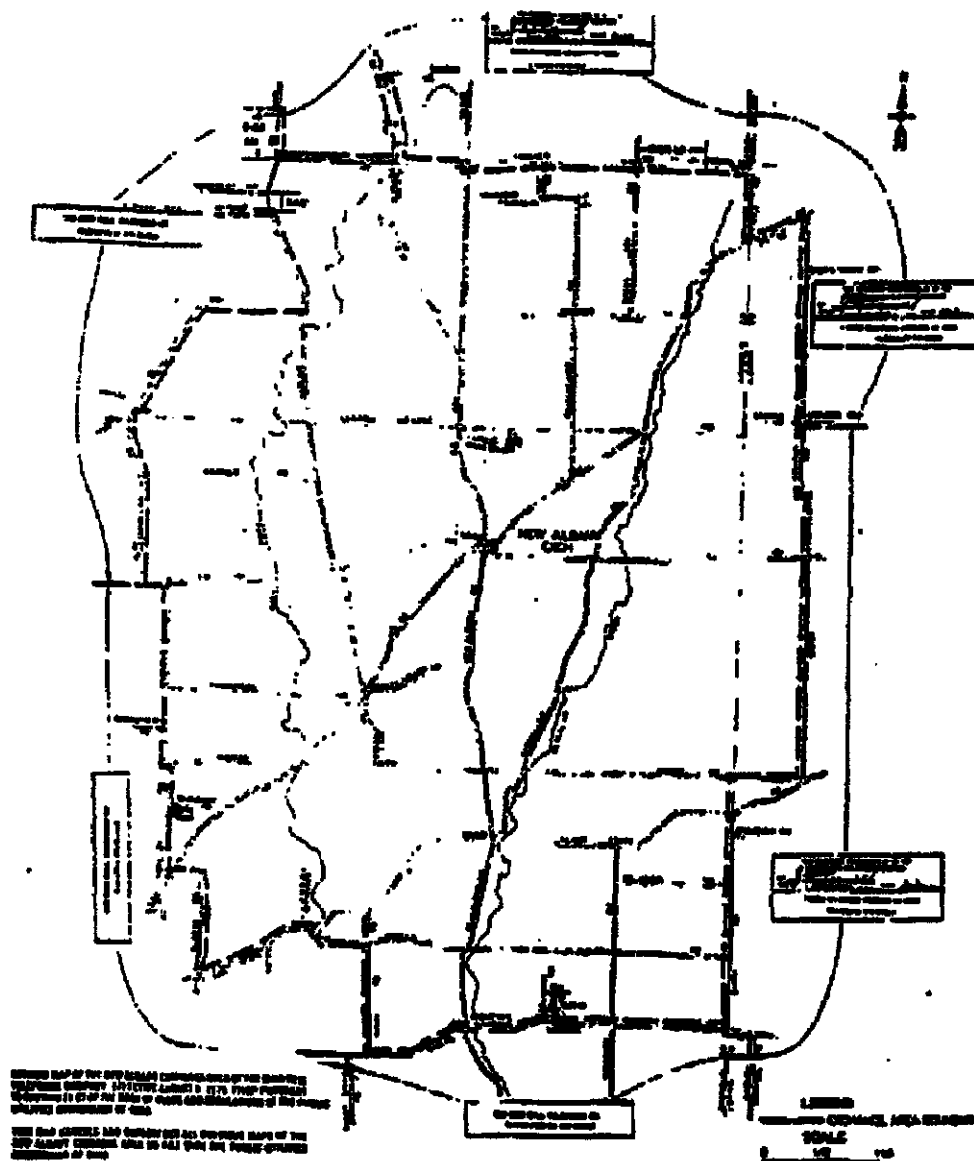
Issued:

Effective:

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PNG Telecommunications, Inc.
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Cincinnati, Ohio 45248

In accordance with Case No. _____, issued _____

NEW ALBANY EXCHANGE AREA MAP



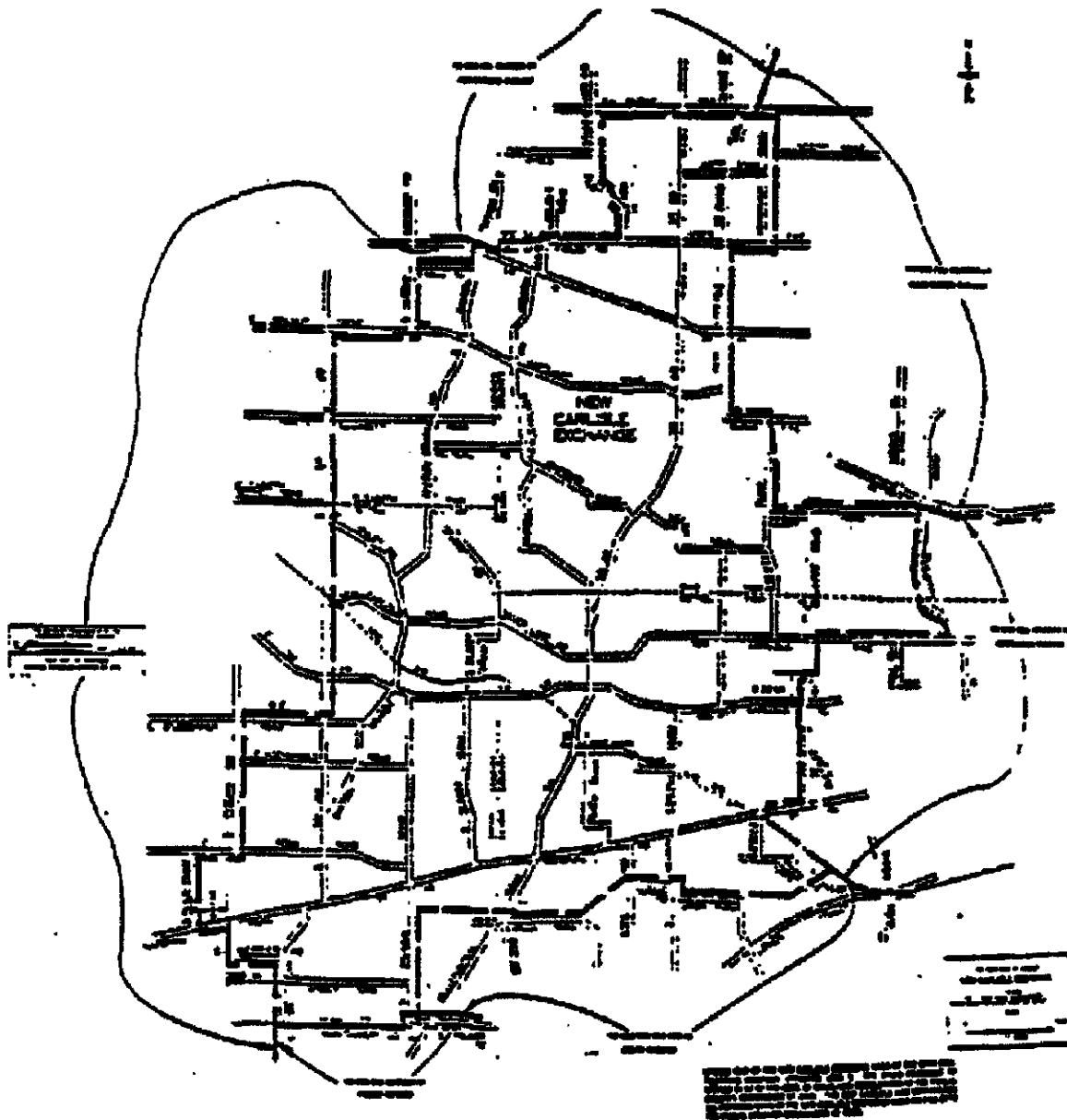
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NEW CARLISLE EXCHANGE AREA MAP



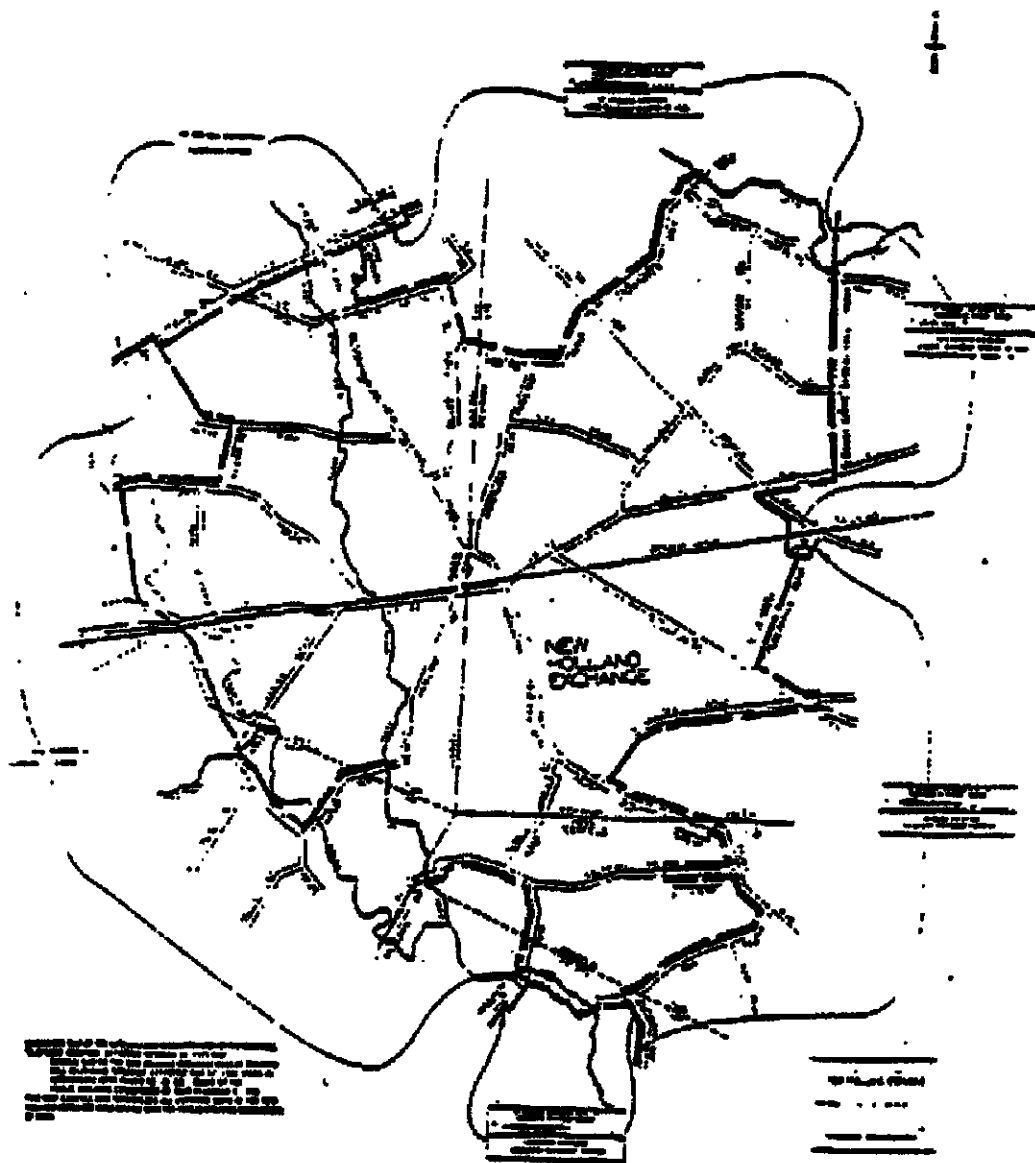
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NEW HOLLAND EXCHANGE AREA MAP



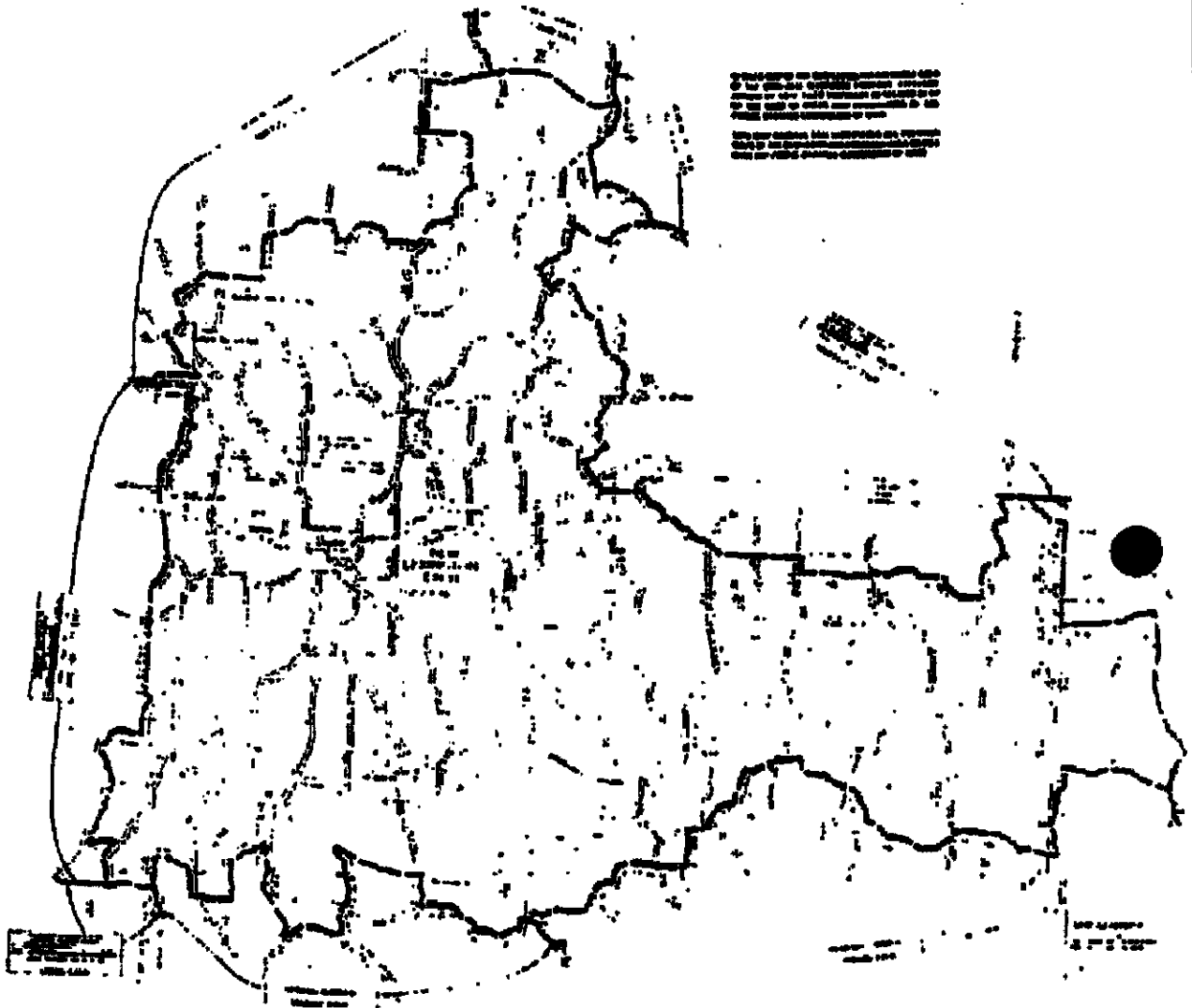
Issued:

Effective:

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PNG Telecommunications, Inc.
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In accordance with Case No. _____, Issued _____

NEW LEXINGTON EXCHANGE AREA MAP



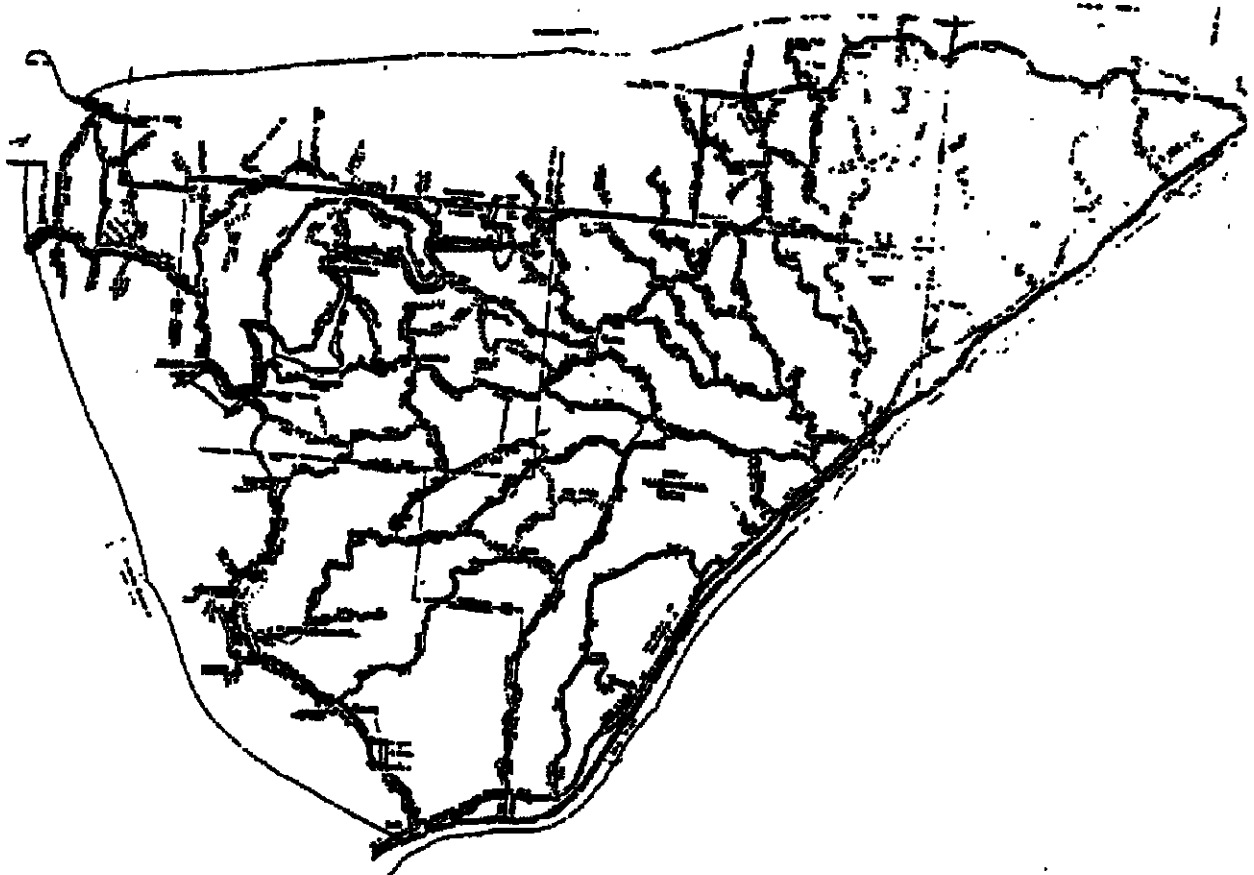
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

NEW MATAMORAS EXCHANGE AREA MAP



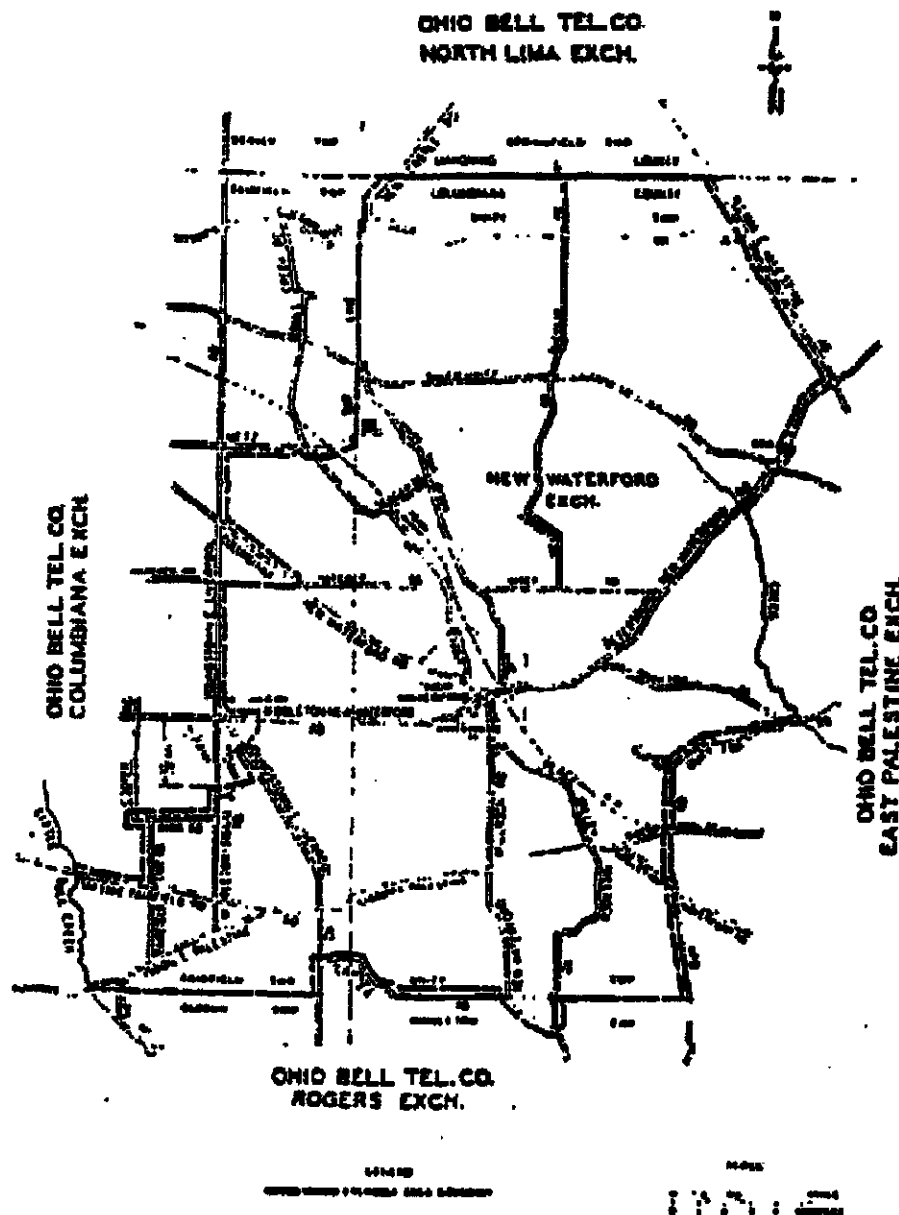
Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
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In accordance with Case No. _____, Issued _____

NEW WATERFORD EXCHANGE AREA MAP



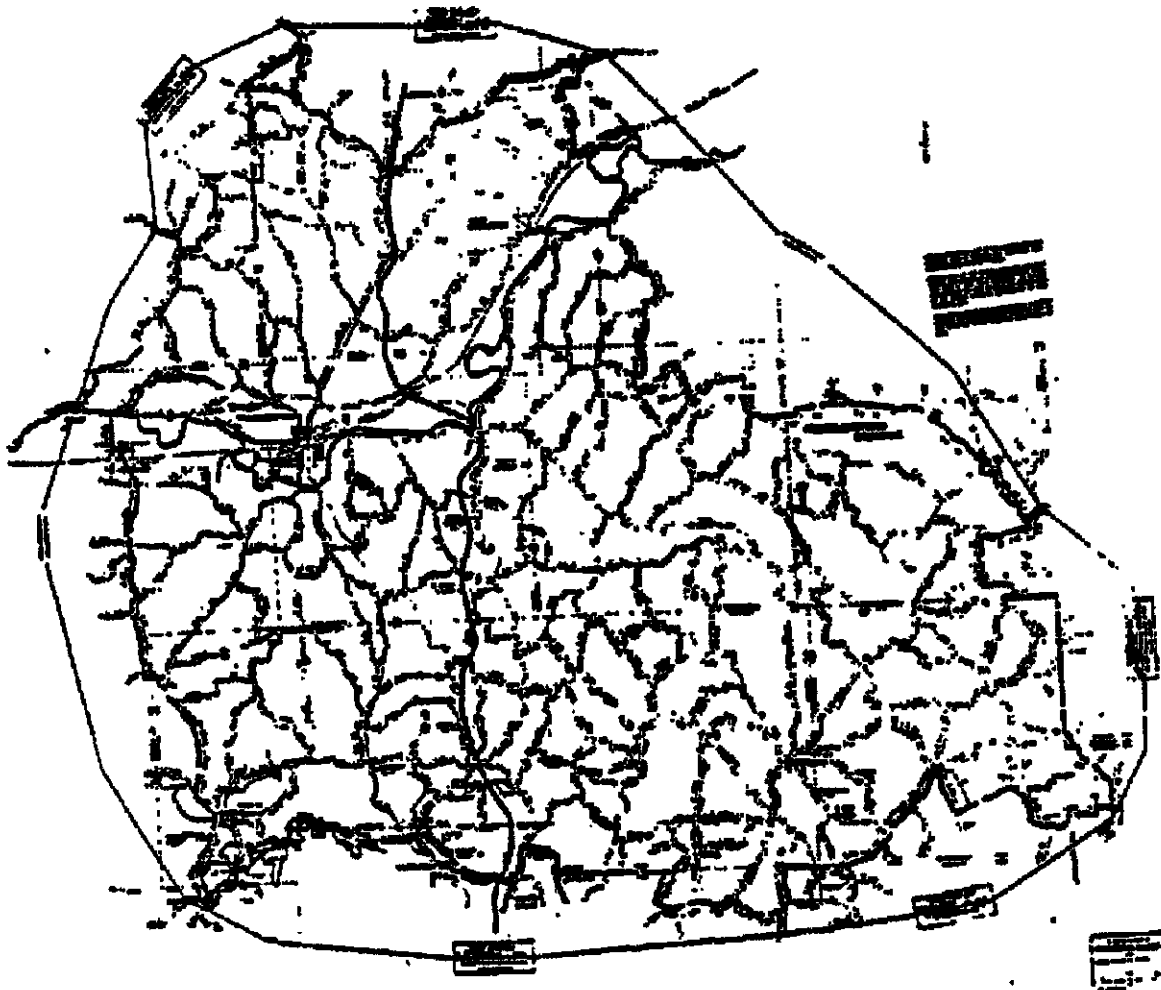
Issued:

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PNG Telecommunications, Inc.
4938 Business Center Way
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NEWCOMERTOWN EXCHANGE AREA MAP



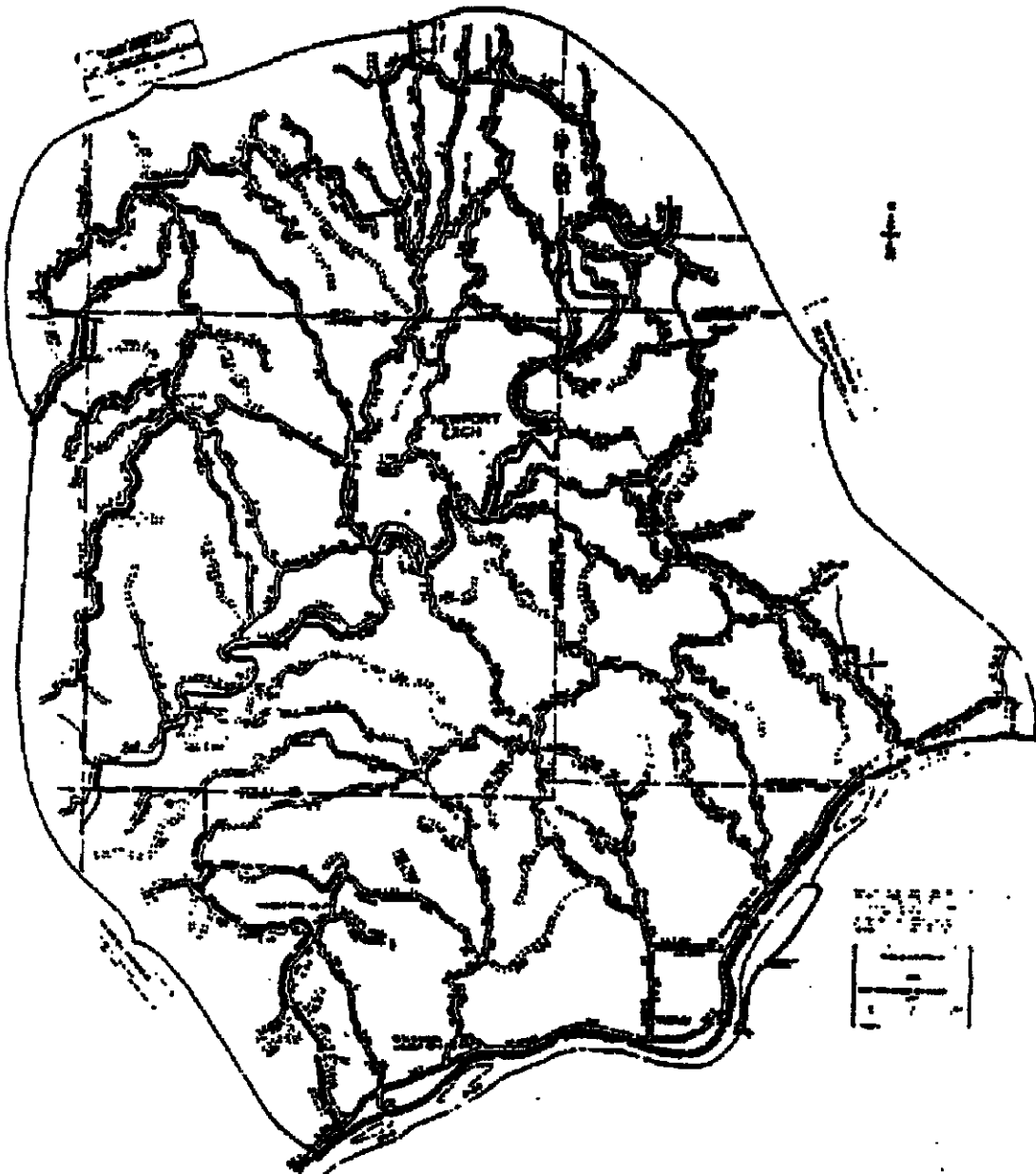
Issued:

Effective:

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4938 Business Center Way
Cincinnati, Ohio 45248

In accordance with Case No. _____, Issued _____

NEWPORT EXCHANGE AREA MAP



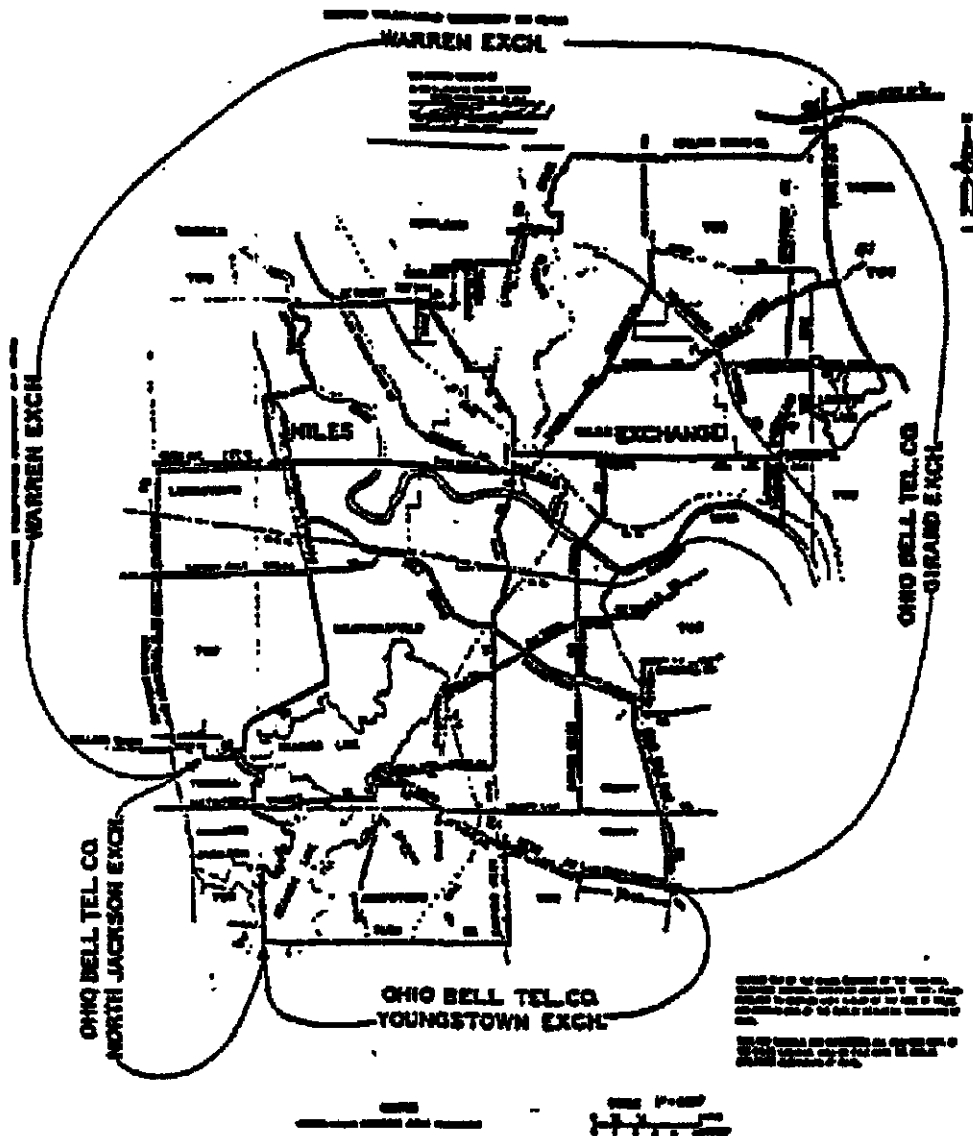
Issued:

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Cincinnati, Ohio 45246

In accordance with Case No. _____, Issued _____.

NILES' EXCHANGE AREA MAP



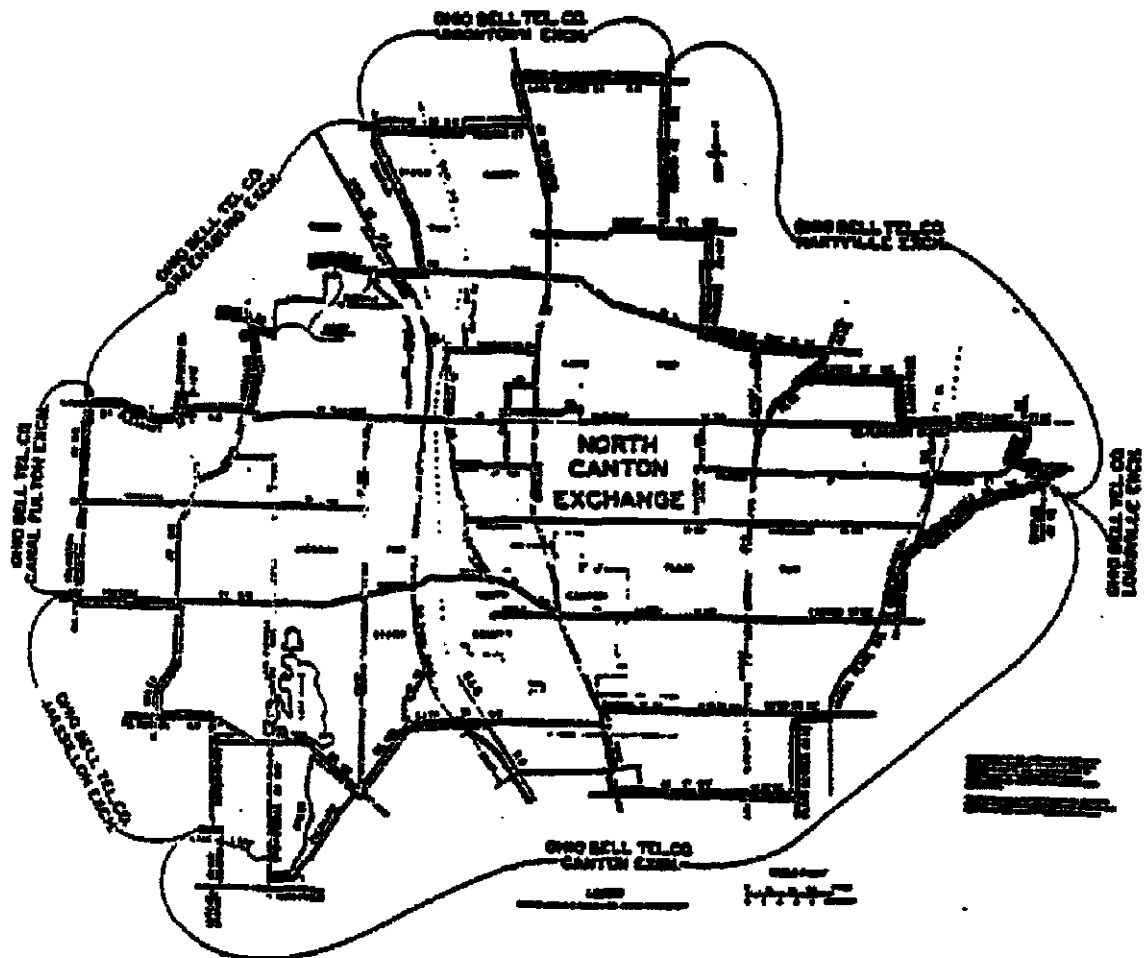
Issued:

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PNG Telecommunications, Inc.
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Cincinnati, Ohio 45248

In accordance with Case No. _____, issued _____

NORTH CANTON EXCHANGE AREA MAP



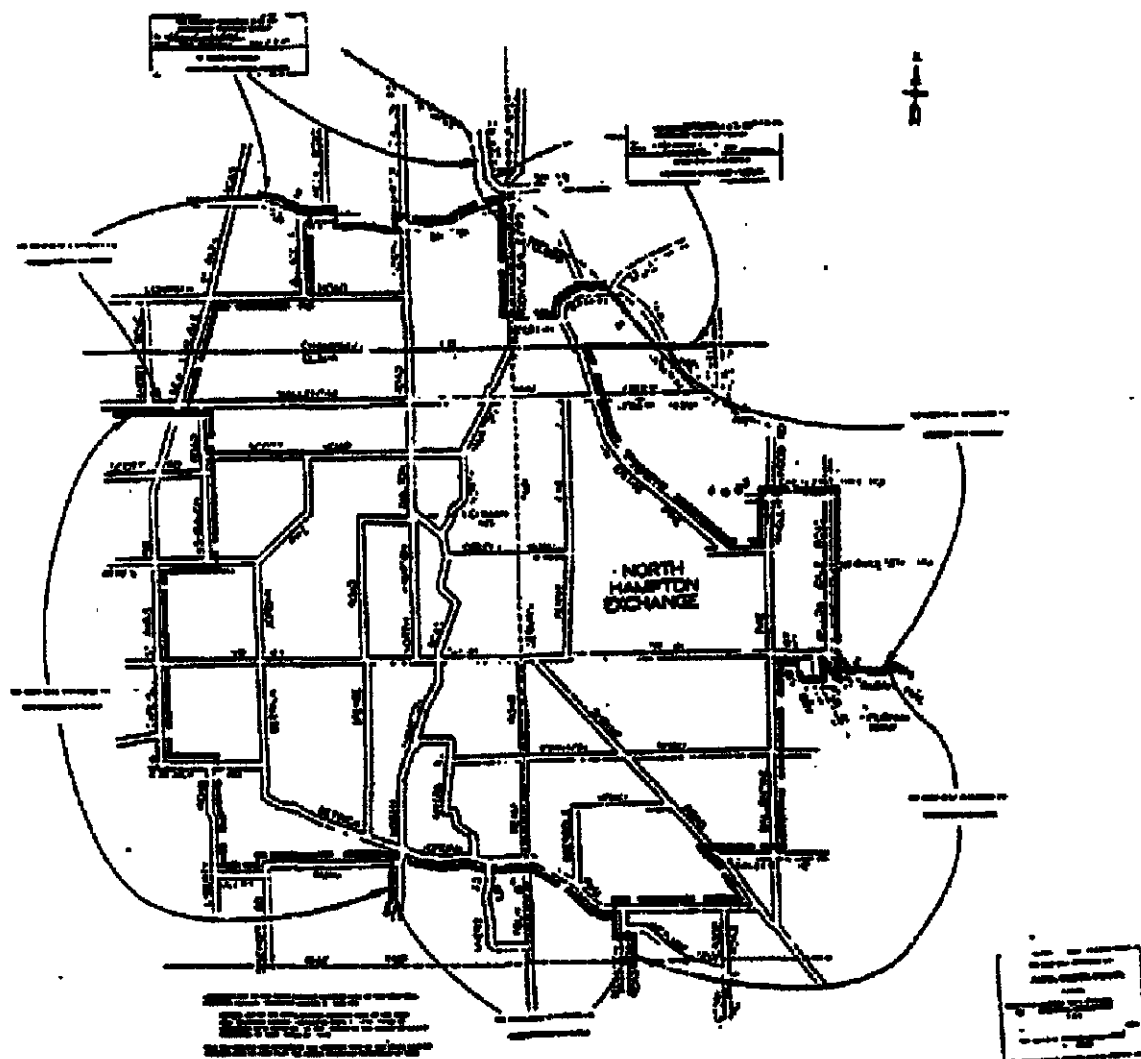
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4935 Business Center Way
Cincinnati, Ohio 45246

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NORTH HAMPTON EXCHANGE AREA MAP



Issued:

Effective:

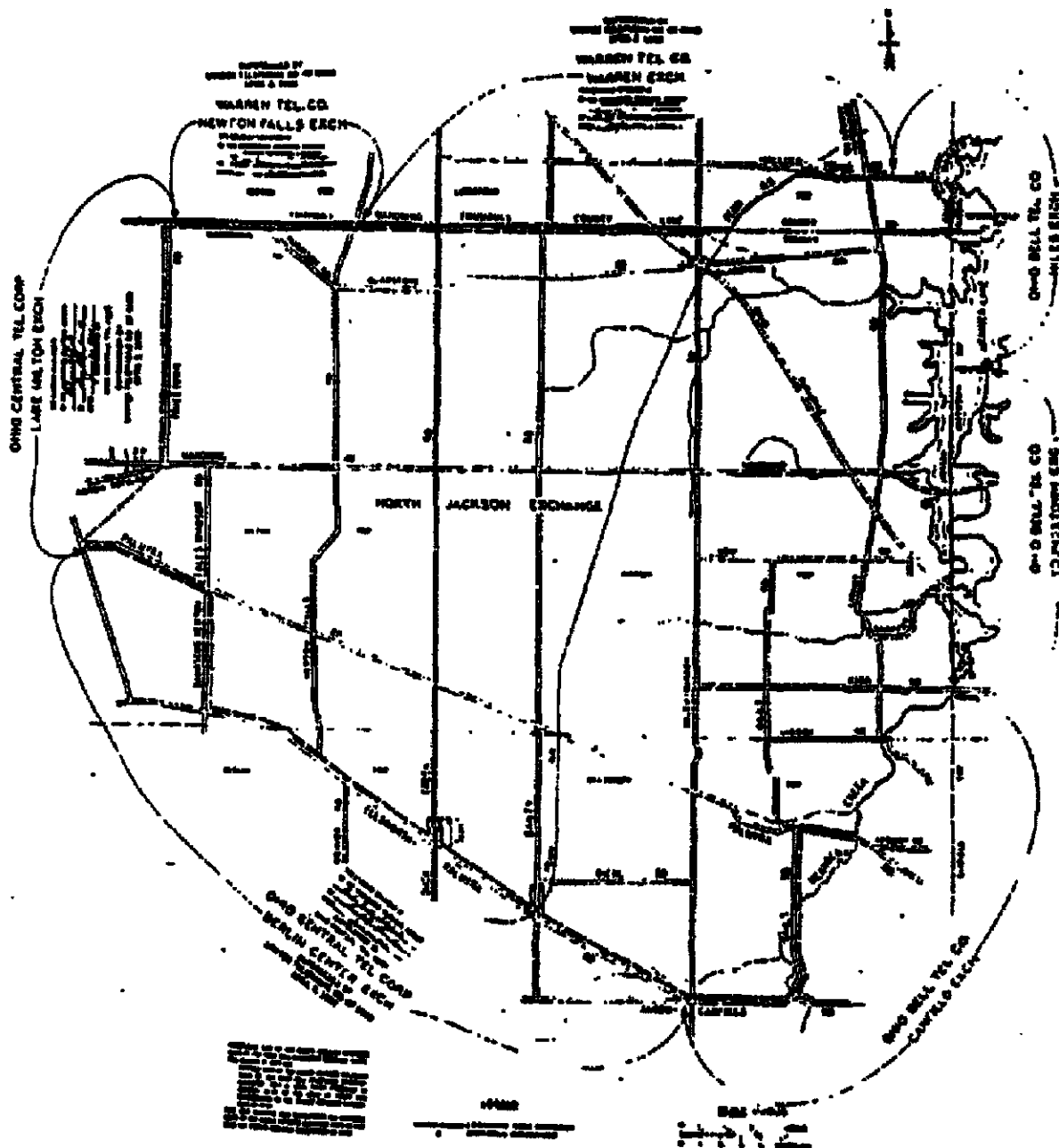
Bernie Stevens, President
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4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____ issued _____

Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 248

NORTH JACKSON EXCHANGE AREA MAP



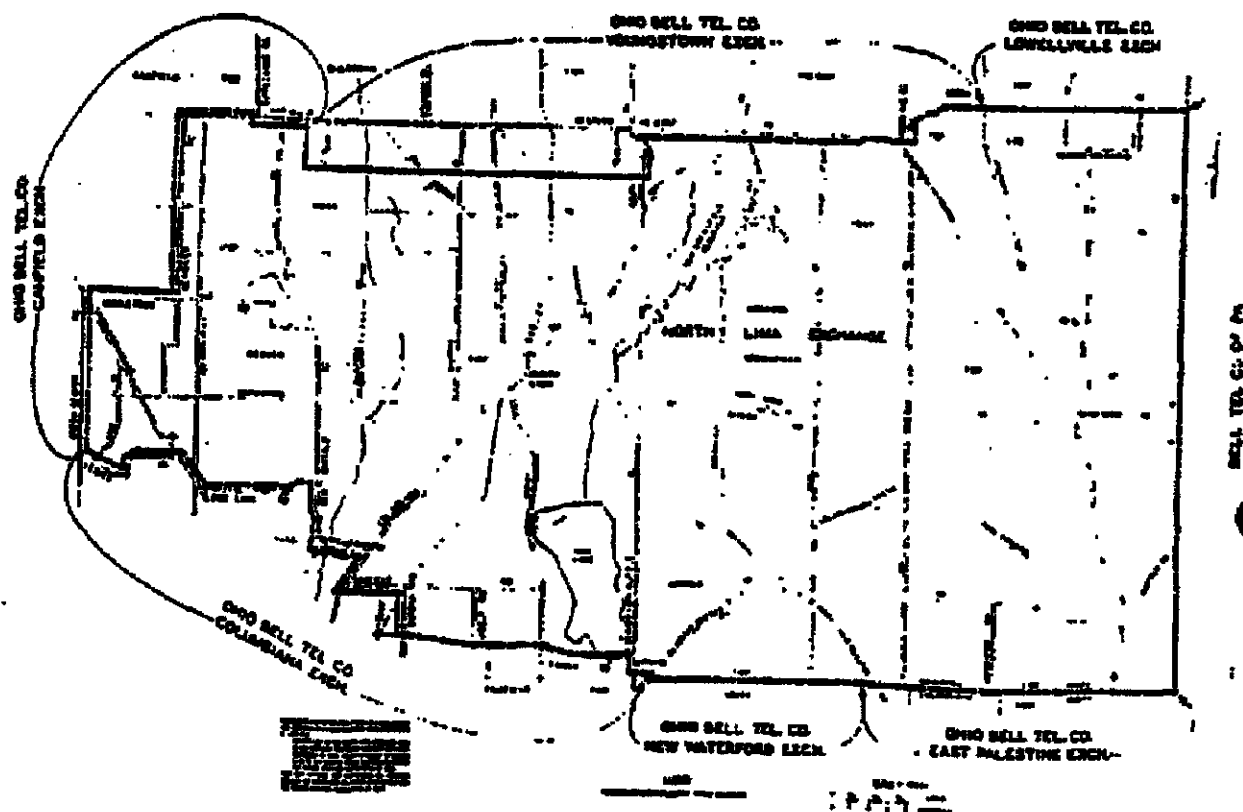
Issued:

Effective:

Bernie Stevens, President
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4938 Business Center Way
Cincinnati, Ohio 45248

In accordance with Case No. _____, Issued _____

NORTH LIMA EXCHANGE AREA MAP



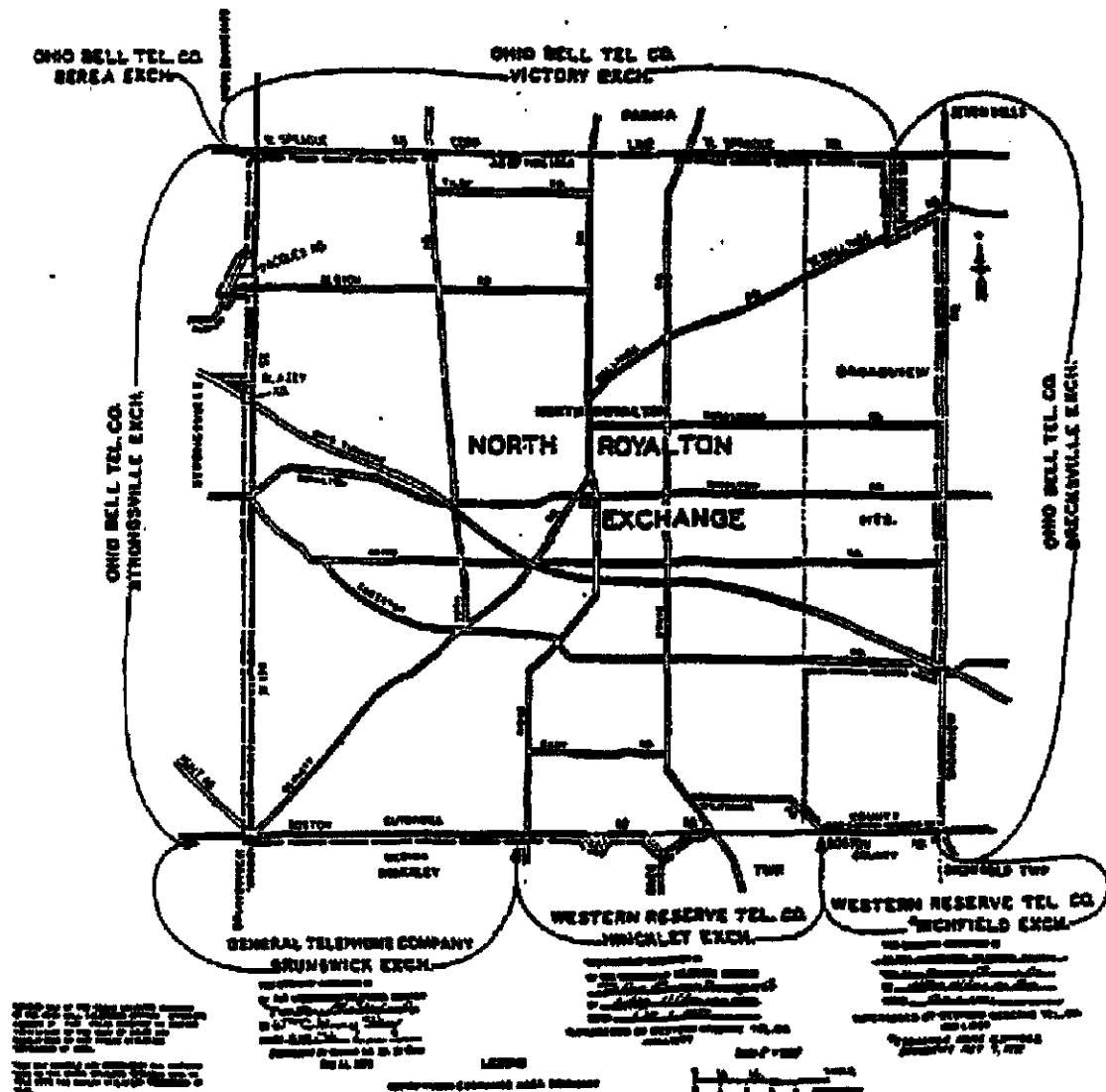
Issued:

Effective:

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PNG Telecommunications, Inc.
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Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

NORTH ROYALTON EXCHANGE AREA MAP



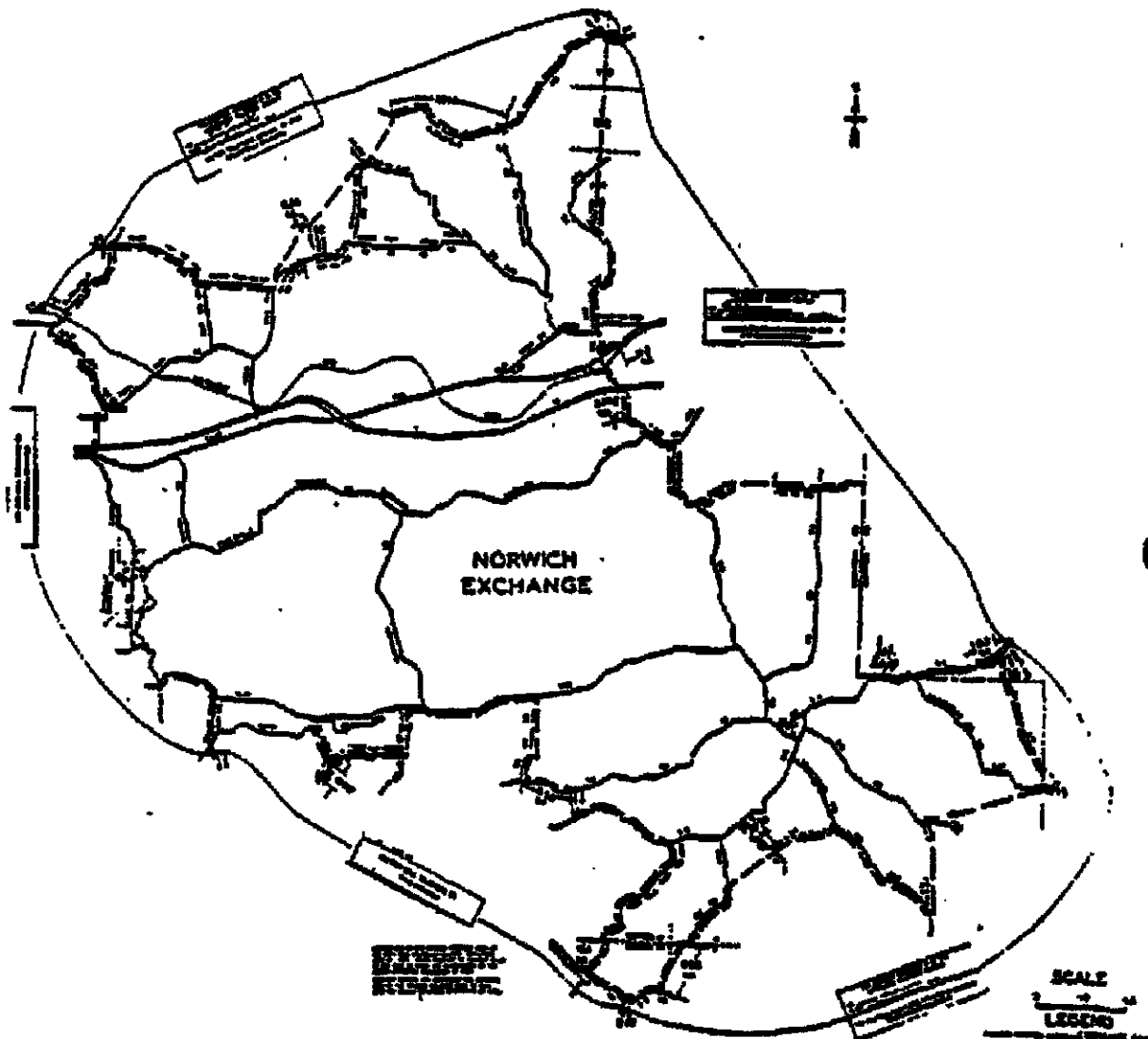
Issued:

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PNG Telecommunications, Inc.
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Cincinnati, Ohio 45248

In accordance with Case No. _____, issued _____

NORWICH EXCHANGE AREA MAP



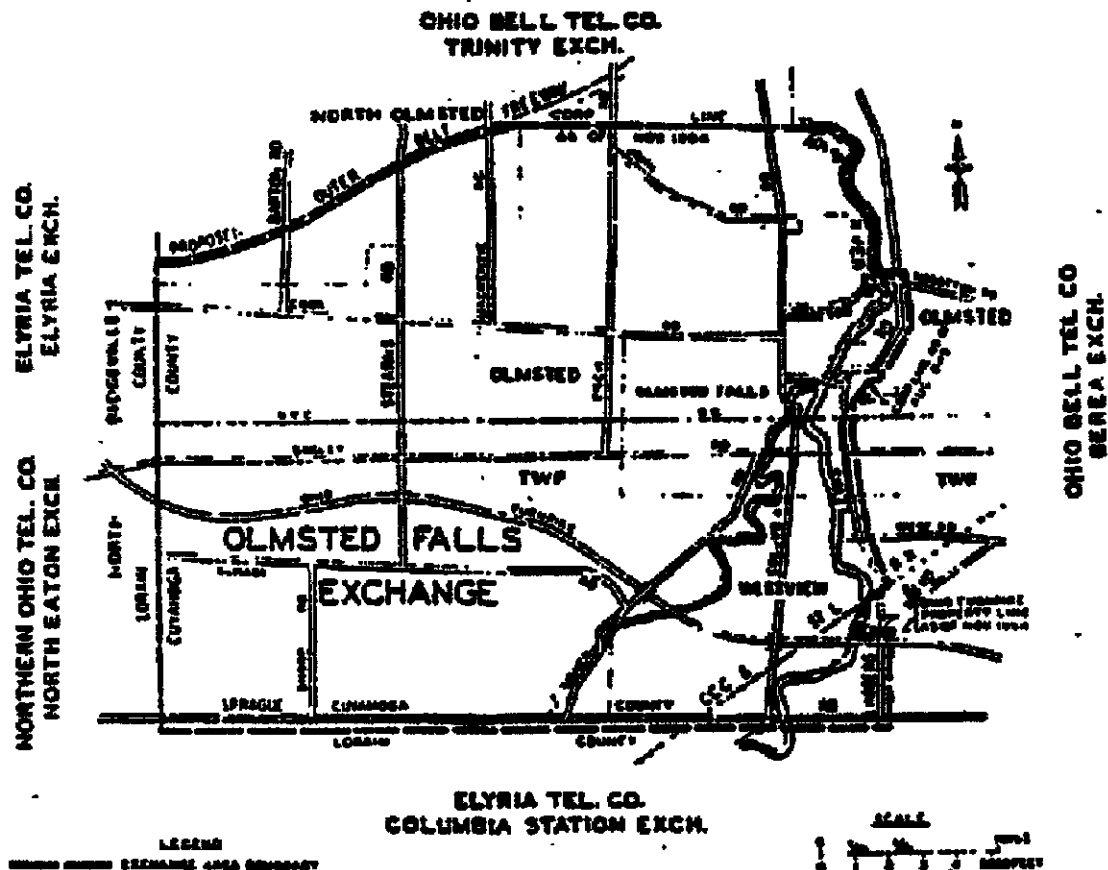
Issued:

Effective:

Bernie Stevens, President
PNG Telecommunications, Inc.
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Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

OLMSTED FALLS EXCHANGE AREA MAP



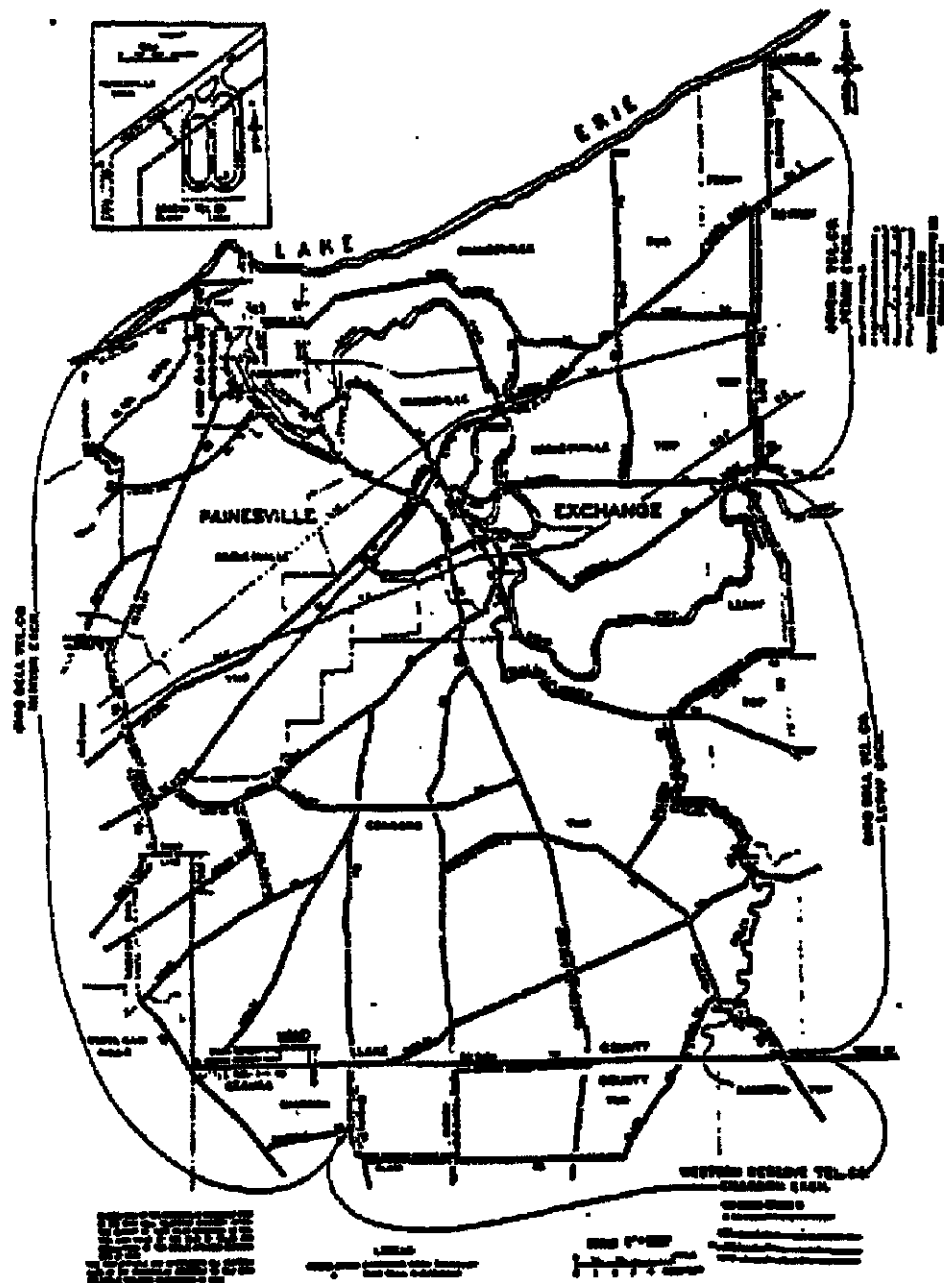
Issued:

Effective:

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PNG Telecommunications, Inc.
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Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

PAINESVILLE EXCHANGE AREA MAP



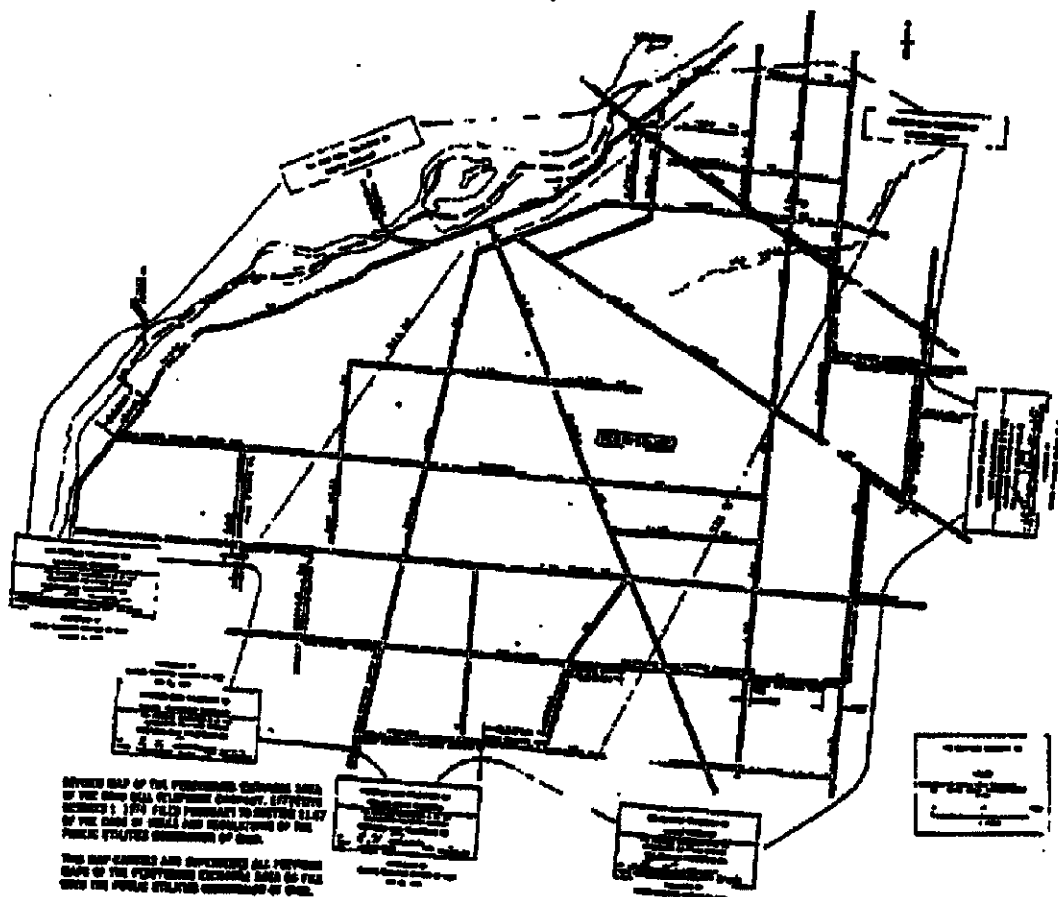
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, Issued _____

PERRYSBURG EXCHANGE AREA MAP



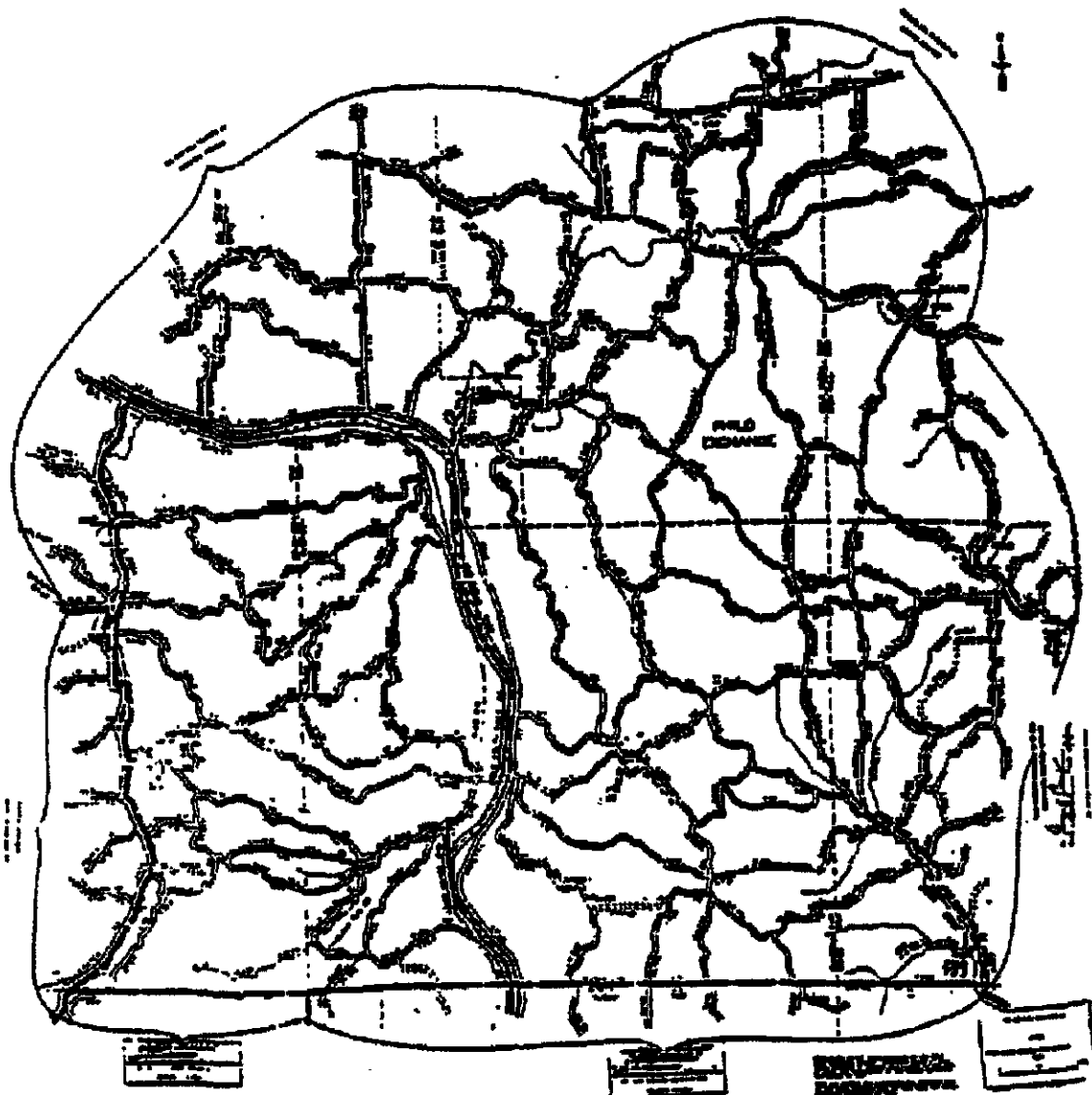
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, Issued _____

PHILO EXCHANGE AREA MAP



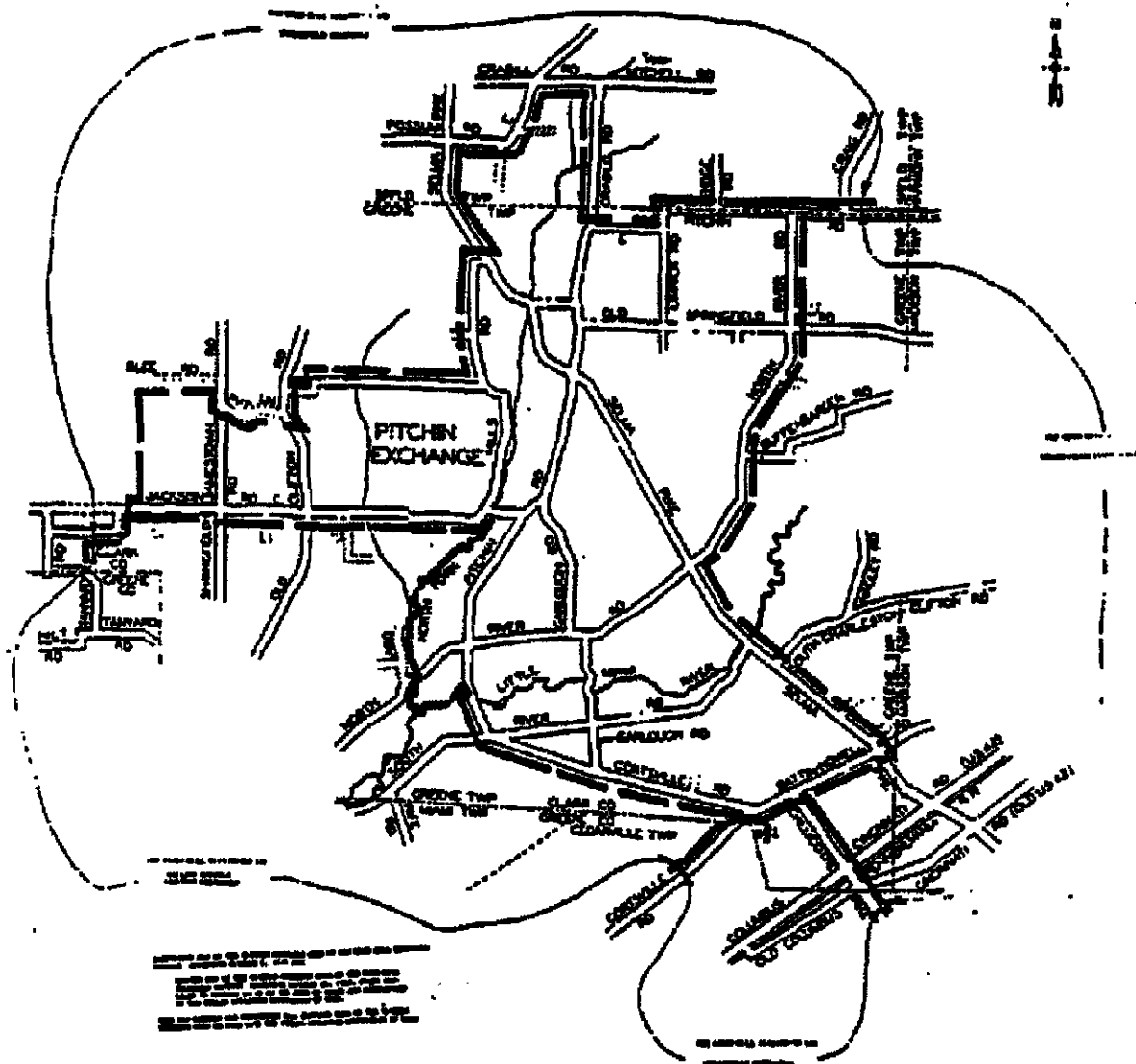
Issued:

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Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____.

PITCHIN EXCHANGE AREA MAP

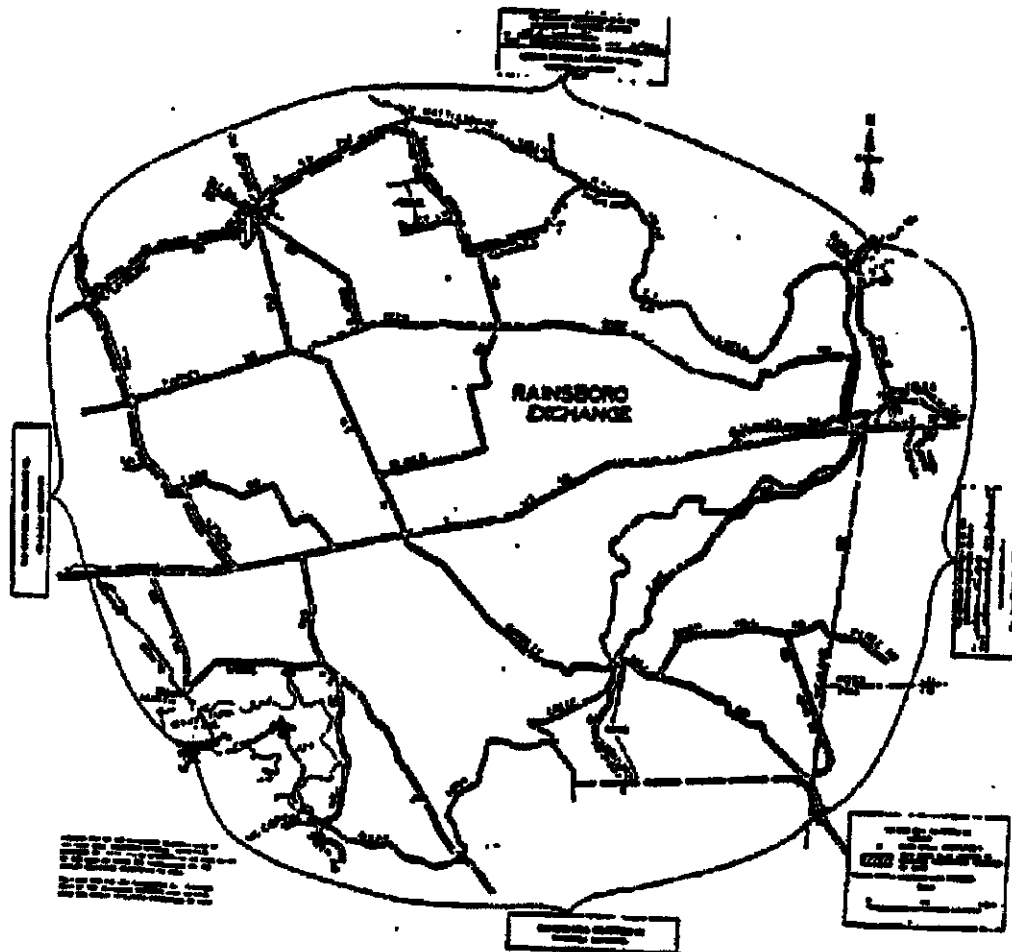


Effective:

**Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246**

In accordance with Case No. _____ issued _____

RAINSBORO EXCHANGE AREA MAP



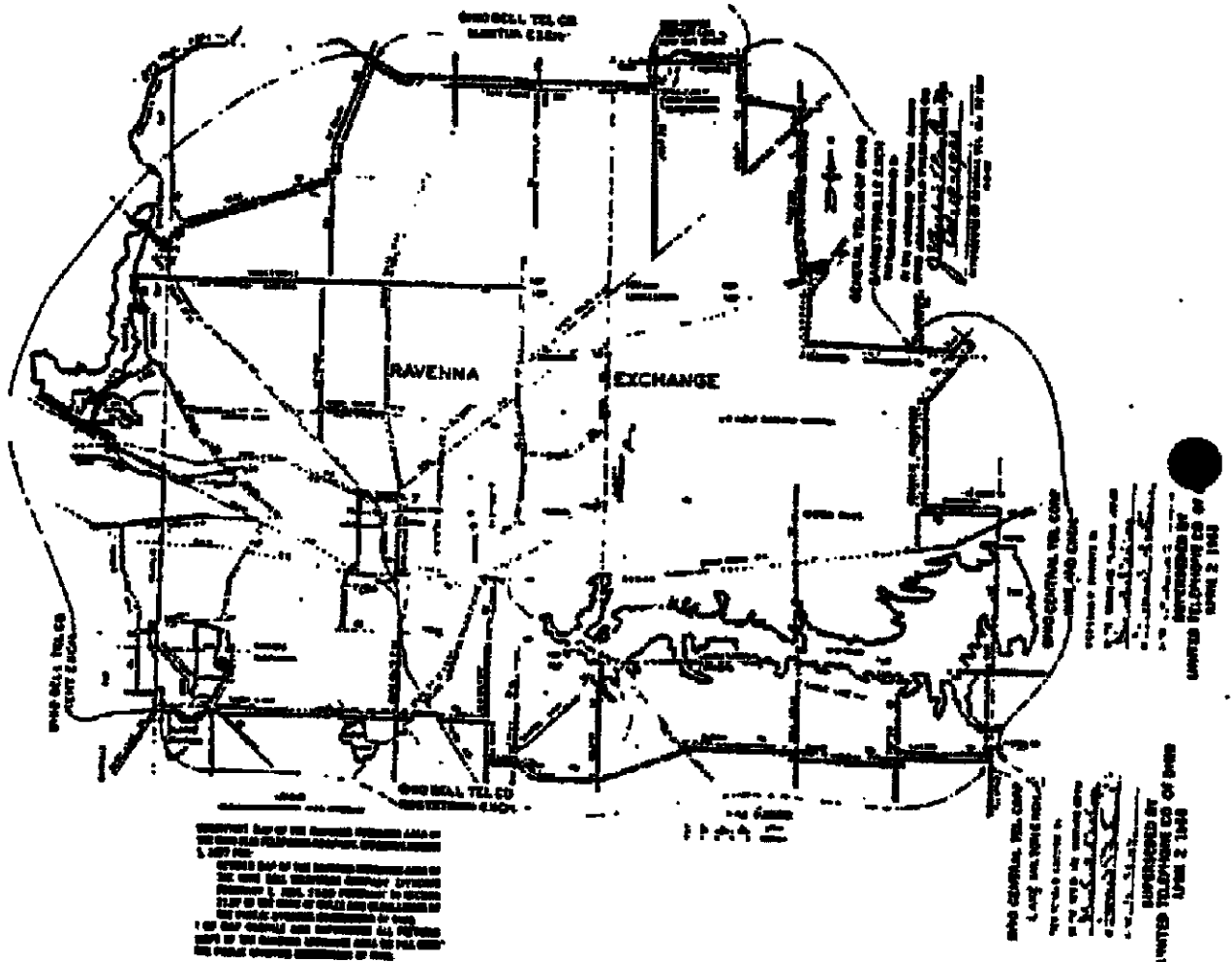
Issued:

Effective:

Bemie Stevens, President
PNG Telecommunications, Inc.
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Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

RAVENNA EXCHANGE AREA MAP



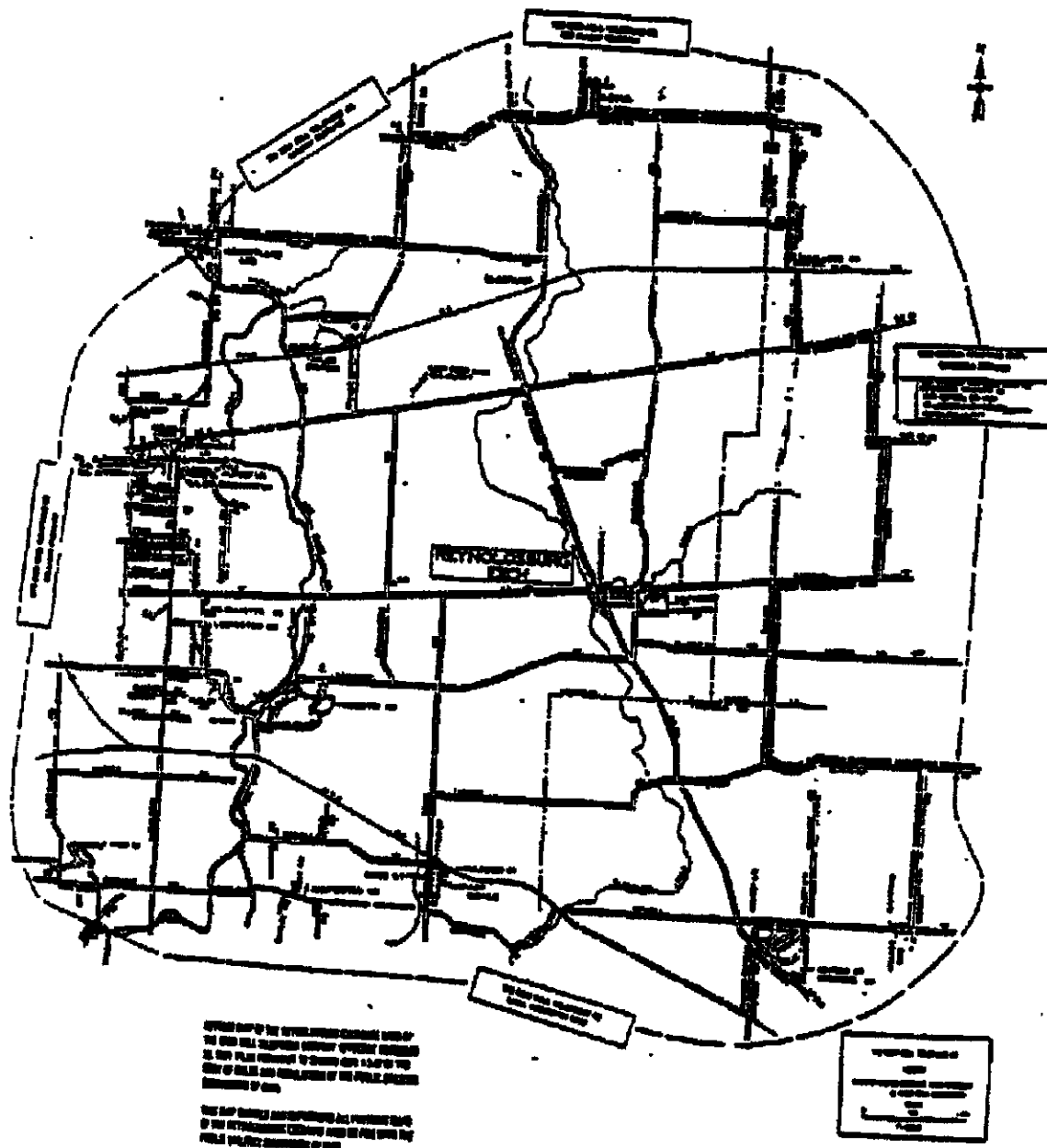
Issued:

Effective:

Bonnie Stevens, President
PNG Telecommunications, Inc.
4936 Business Center Way
Cincinnati, Ohio 45248

In accordance with Case No. _____, Issued _____

REYNOLDSBURG EXCHANGE AREA MAP



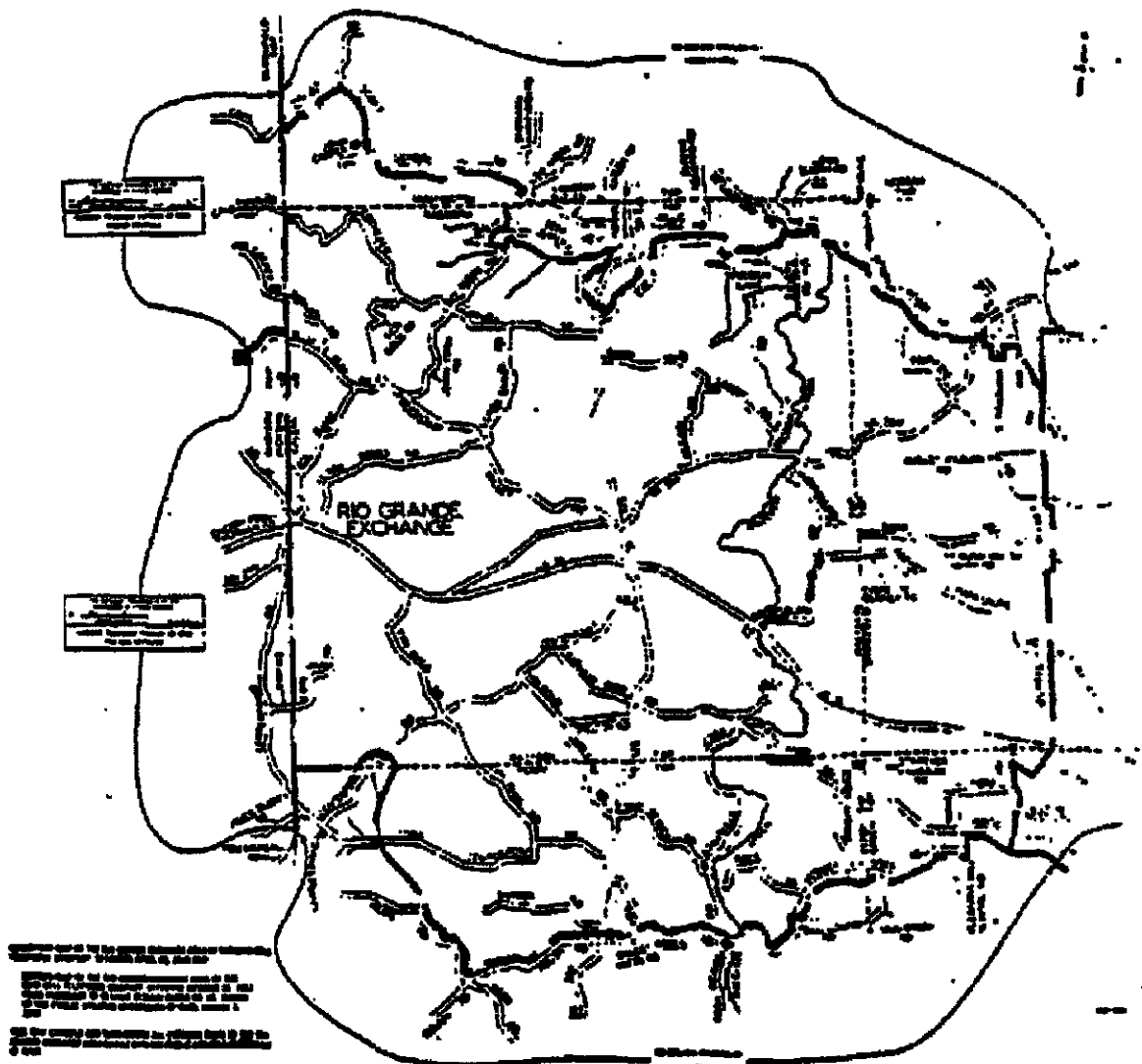
issued:

Effective:

**Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45248**

In accordance with Case No. _____, Issued _____

RIO GRANDE EXCHANGE AREA MAP



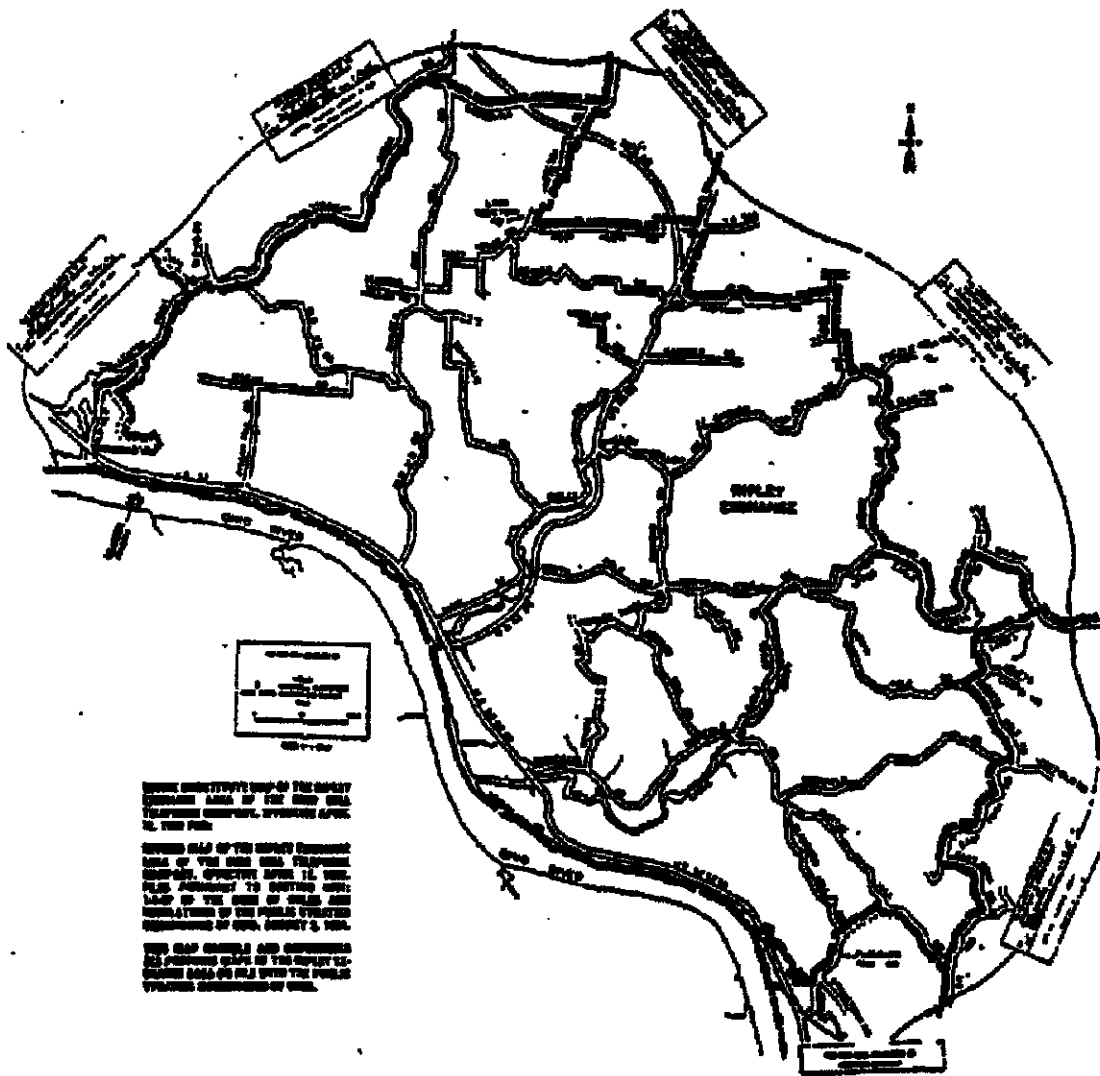
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

RIPLEY EXCHANGE AREA MAP



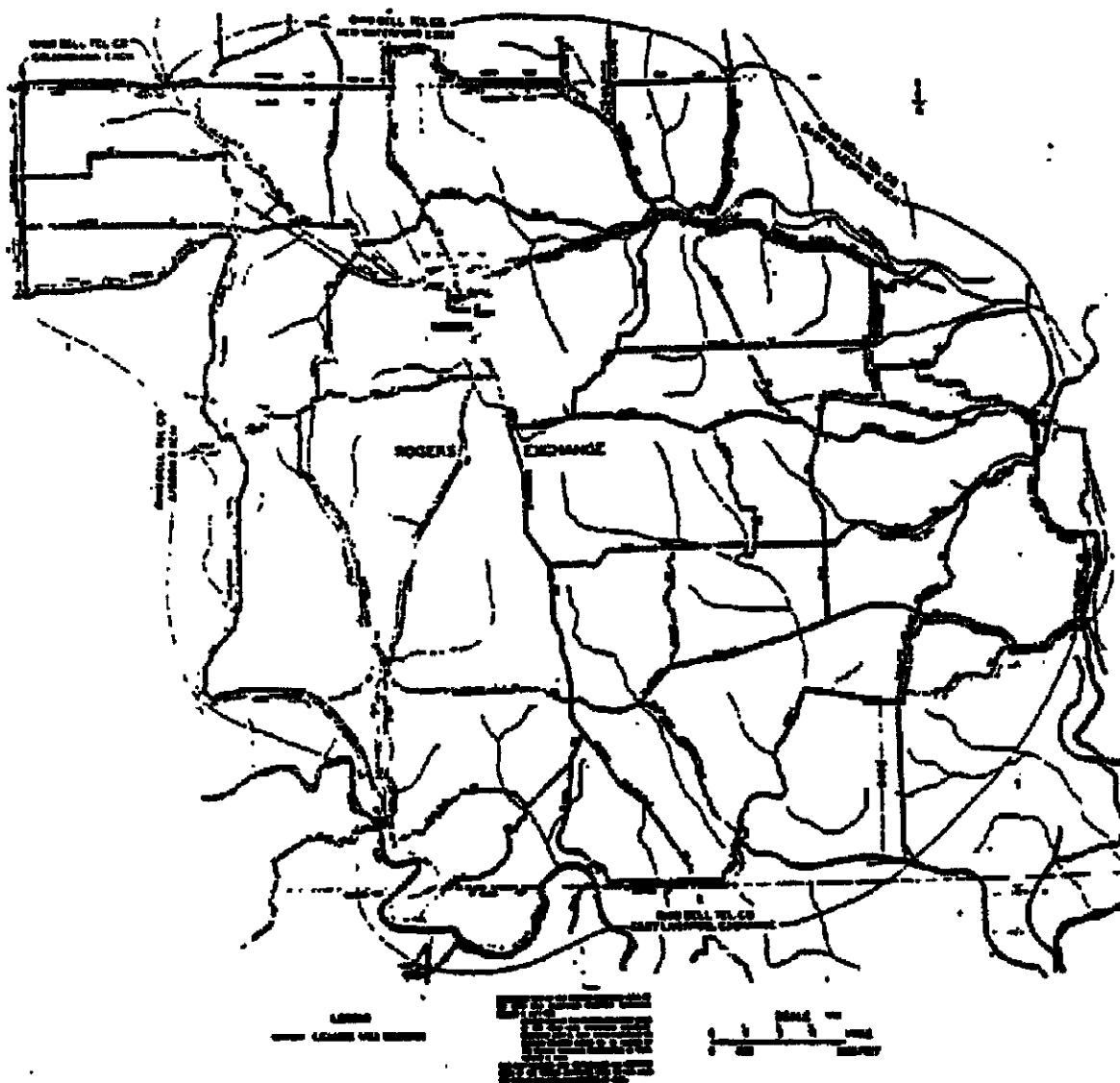
Issued:

Effective:

**Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246**

In accordance with Case No. _____, issued _____

ROGERS EXCHANGE AREA MAP



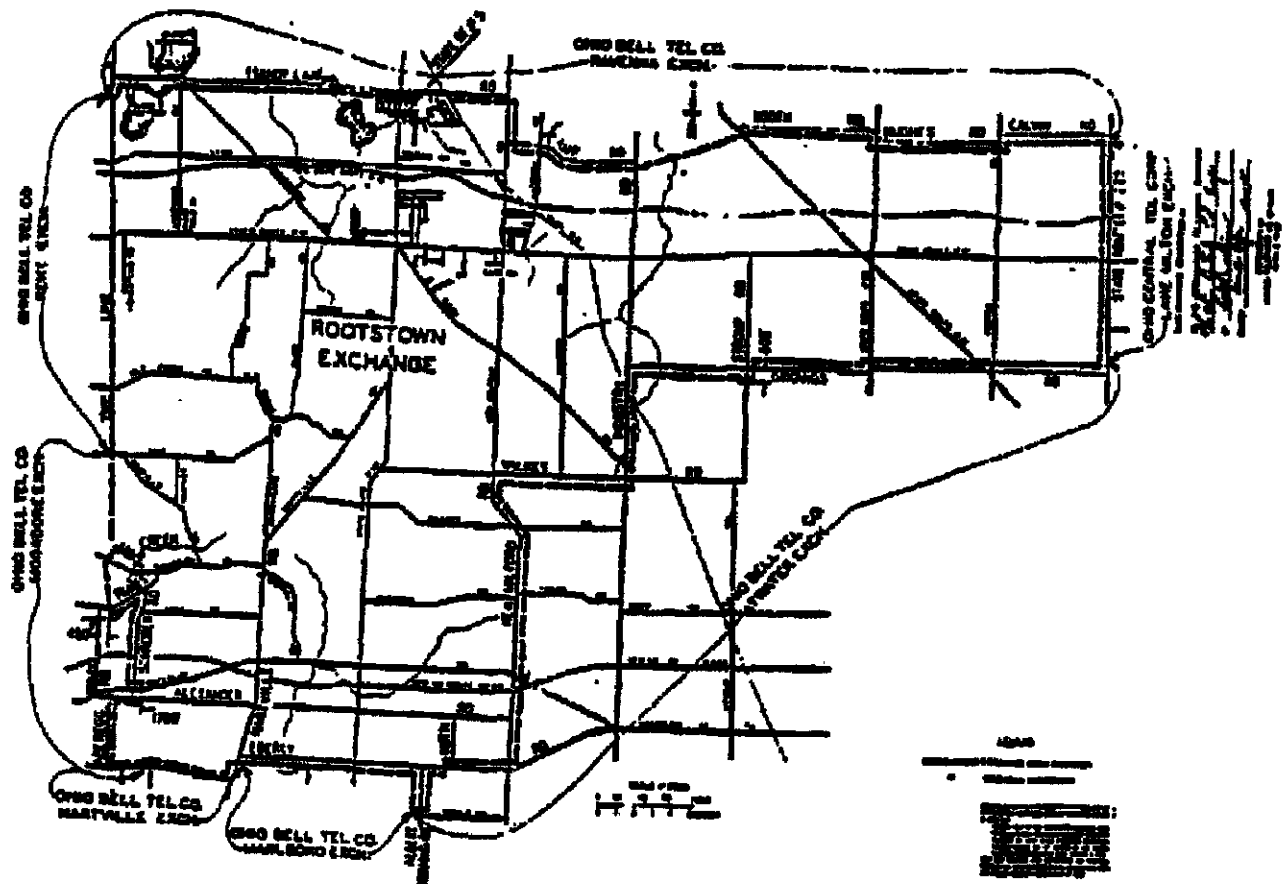
Issued:

Effective:

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PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

In accordance with Case No. _____, Issued _____

ROOTSTOWN EXCHANGE AREA MAP



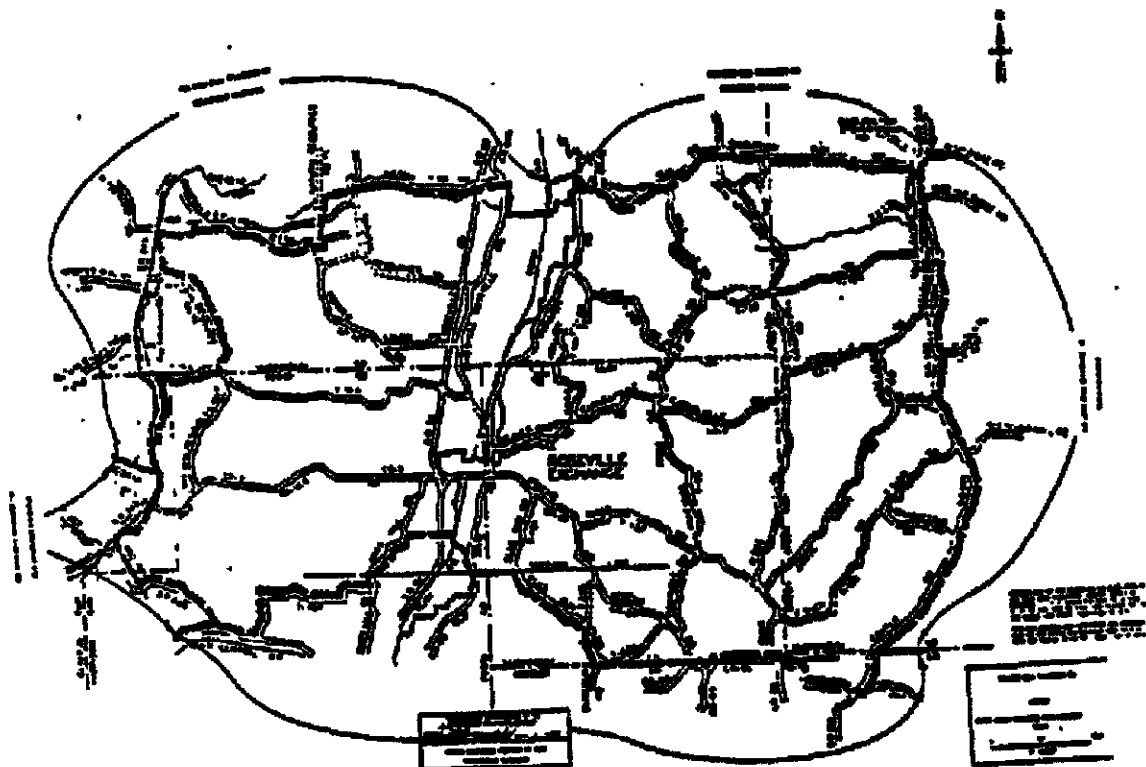
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PNG Telecommunications, Inc.
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Cincinnati, Ohio 45246

In accordance with Case No. _____, issued _____

ROSEVILLE EXCHANGE AREA MAP



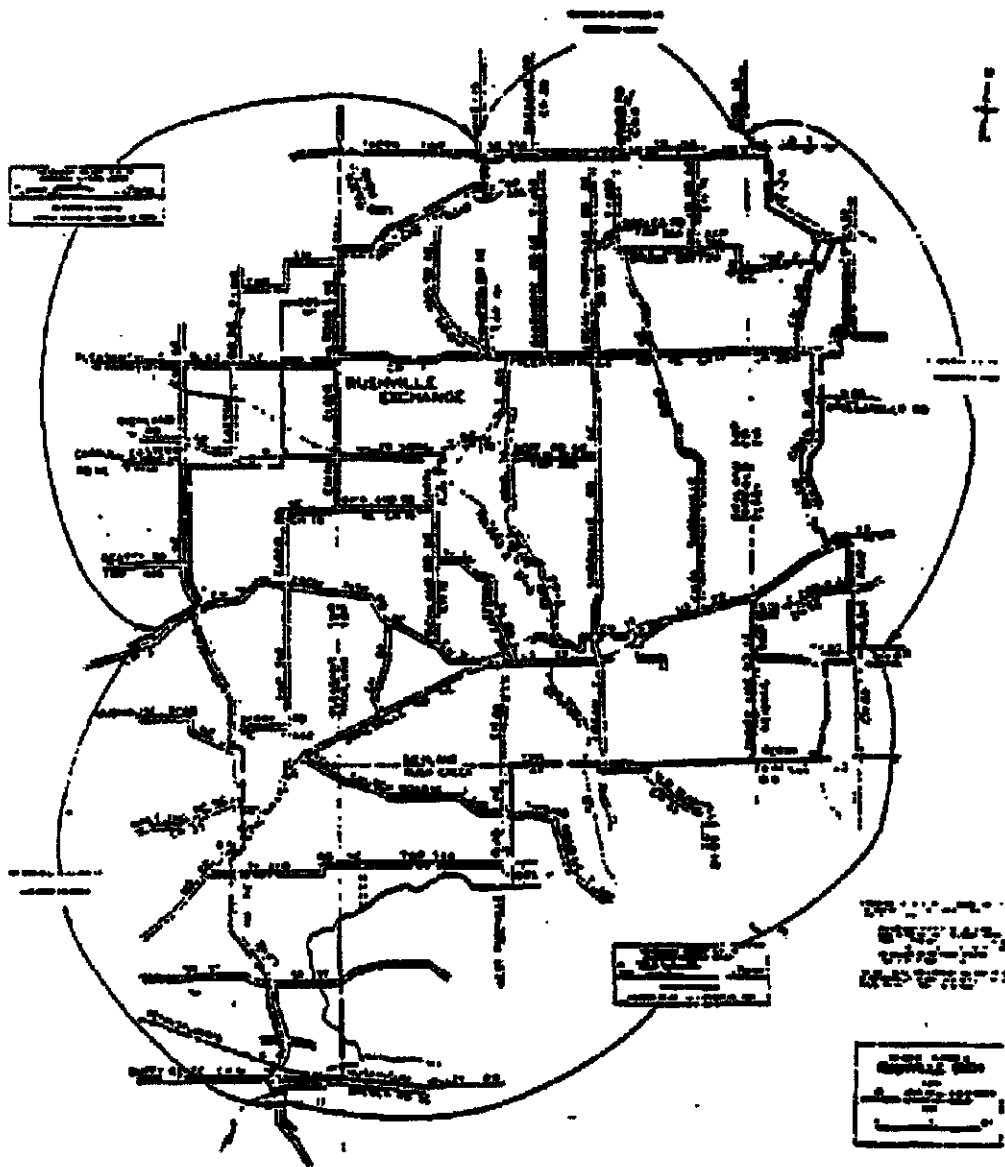
Issued:

Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

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RUSHVILLE EXCHANGE AREA MAP



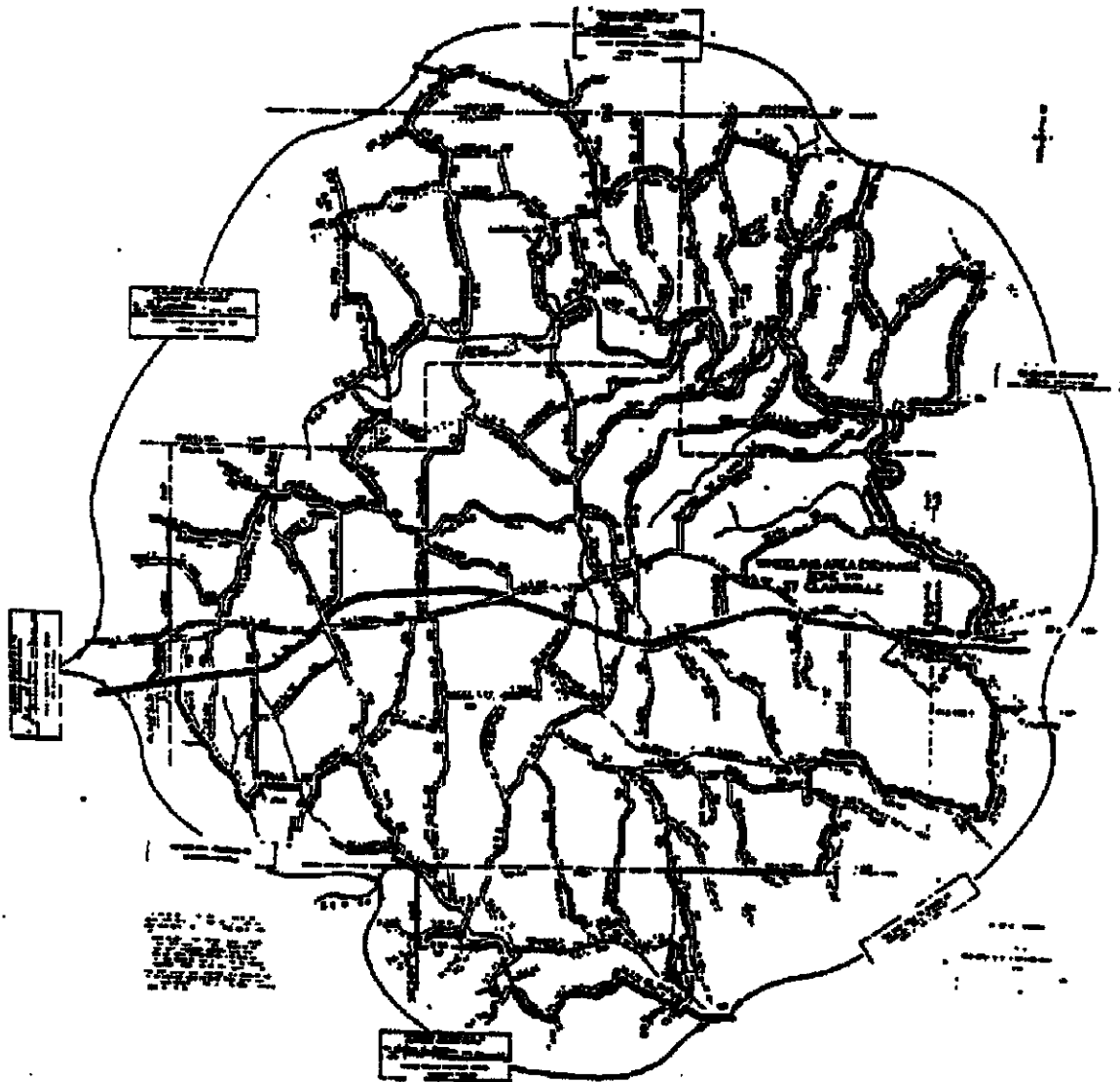
Issued:

Effective:

Bemie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45246

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ST. CLAIRSVILLE (WHEELING AREA EXCHANGE ZONE VIII) MAP



Issued:

Effective:

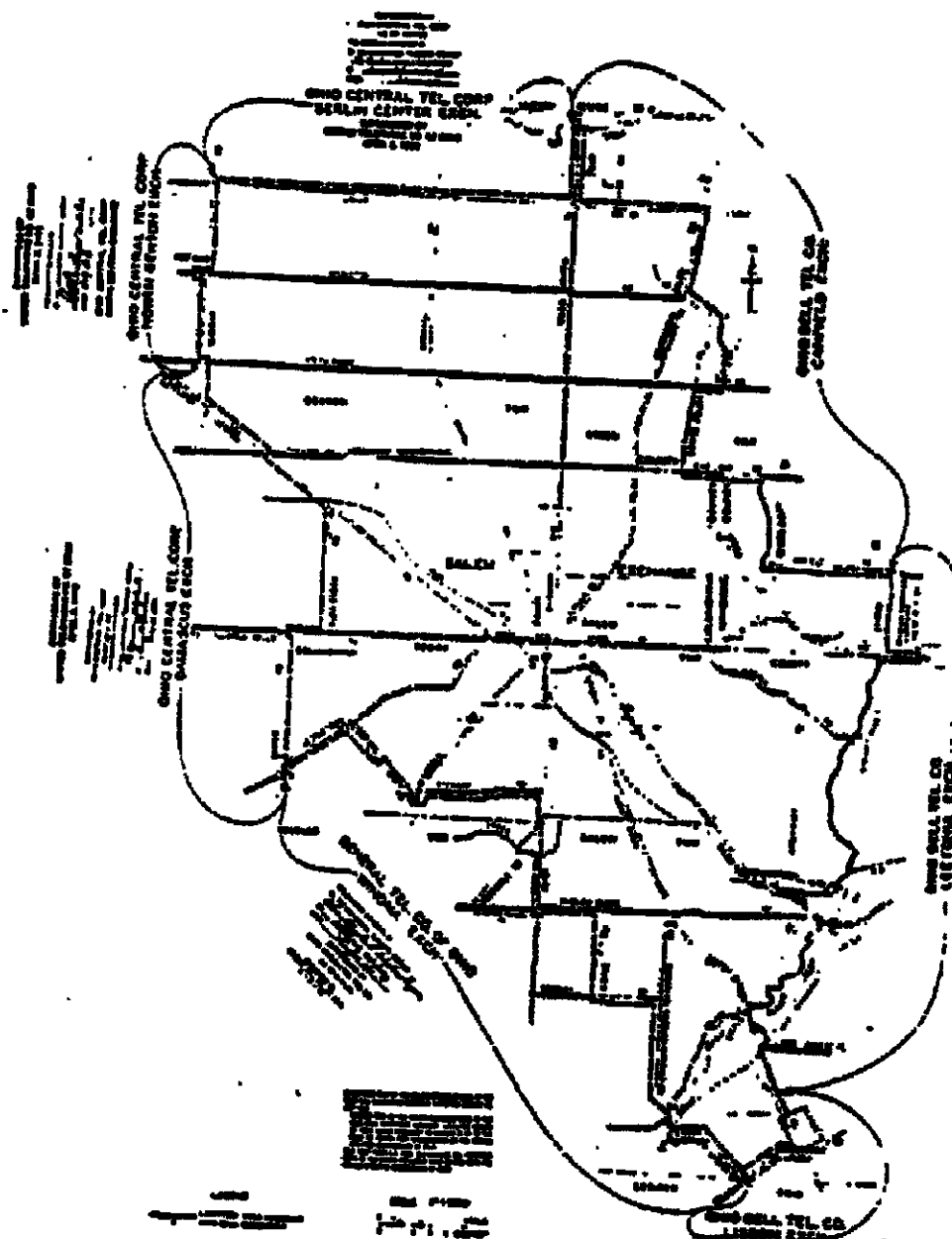
Bernie Stevens, President
PNG Telecommunications, Inc.
4938 Business Center Way
Cincinnati, Ohio 45248

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Section 5 - Access Areas and Exchange Area Maps

Original Sheet No. 266

SALEM EXCHANGE AREA MAP.



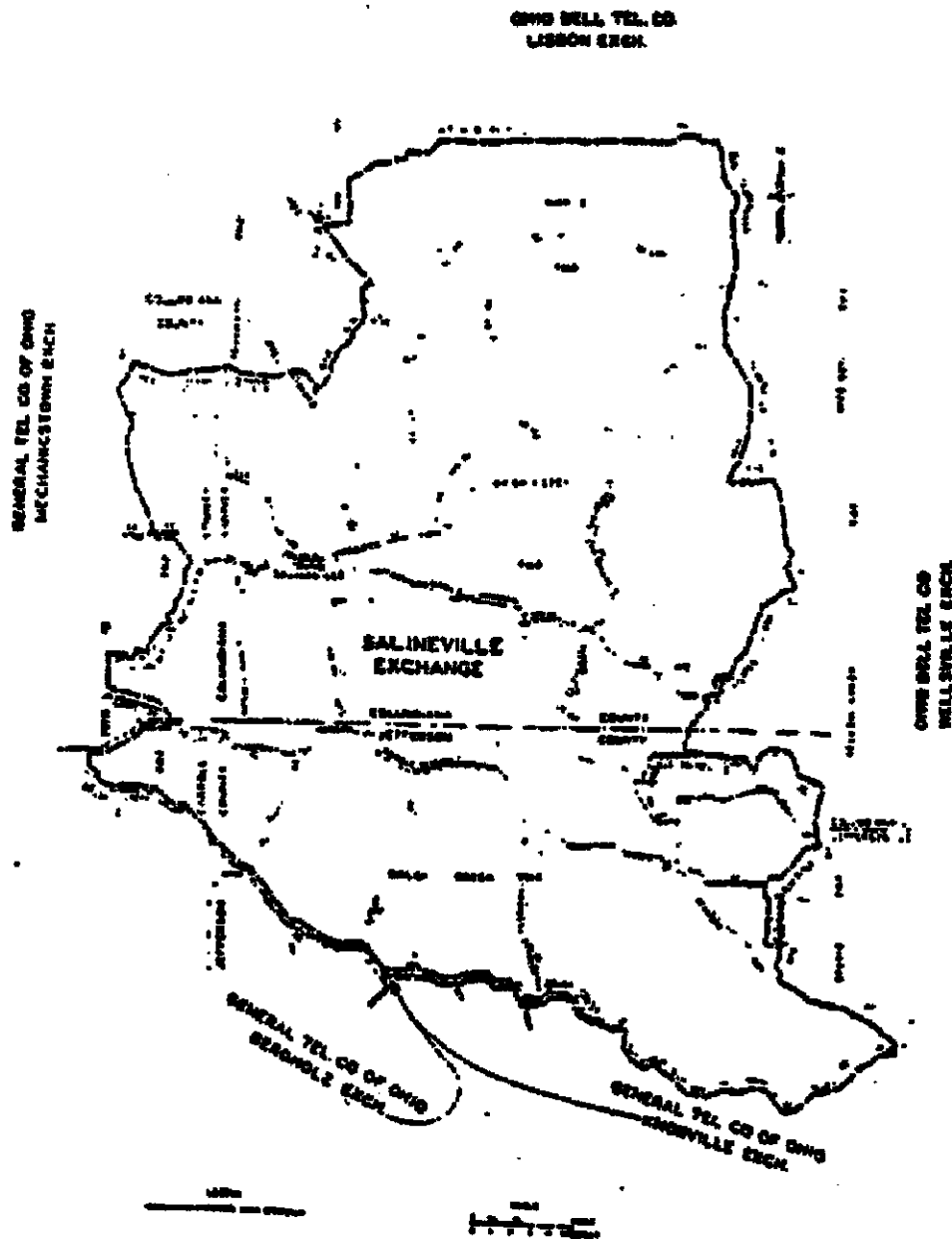
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PNG Telecommunications, Inc.
4038 Business Center Way
Cincinnati, Ohio 45246**

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SALINEVILLE EXCHANGE AREA MAP



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