

February 29, 2008

Ms. Renée Jenkins Commission Secretary Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215-3793

Chowland

RE: Comcast Business Communications, LLC d/b/a Comcast Long Distance Case No. 08-0187-TP-ATA

Dear Ms. Jenkins:

Attached for filing with the Commission is a "Telecommunications Application Form for Detariffing and Related Actions" and supporting documents to detariff Tier 2 toll services as found in Comcast Business Communications, LLC Interexchange Tariff P.U.C.O. No. 2, in compliance with the Commission's Order in Case No. 06-1345-TP-ORD.

Please direct any questions concerning this filing to Linda Tipps on 770.475.8771 or via email to <u>Linda\_Tipps@cable.comcast.com</u>.

Sincerely,

David M. Lloyd Director - Tariffs

Attachment

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

# **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD (Effective: 10/01/2007 through 04/01/2008)

Communications, LLC to detariff toll services in its Tariff #2 )  Case No. 08 - 0187 - TP - ATA	
per PUCO Order in Case No. 06-1345-TP-ORD.  )  NOTE: Unless you have reserved a Case No. leave the "Case fields BLANK."	se No."

Name of Registrant(s): Comcast Business Communications, LLC

DBA(s) of Registrant(s): Comcast Long Distance

Address of Registrant(s): One Comcast Center, Philadelphia, PA 19103

Company Web Address: <u>www.comcast.com</u>

Regulatory Contact Person(s): Linda Tipps Phone 770-475-8771 Fax 770-475-8771

Regulatory Contact Person's Email Address: Linda Tipps@cable.comcast.com

Contact Person for Annual Report: Lisa Moglia Phone 215-320-8667

Address (if different from above): Same

Consumer Contact Information: Carrie Lovell Phone 412-747-6645

Address (if different from above): 15 Summit Park Drive, Pittsburgh, PA 15725

#### Part I – Tariffs

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

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

Carrier Type	☐ ILEC	☐ CLEC	□ CTS
Business Tier 2 Services			
Residential & Business Toll Services			$\boxtimes$
Other Changes required by Rule (Describe in detail in Exhibit C)			

#### Part II - Exhibits

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

Included	Identified As:	Description of Required Exhibit:		
$\square$	Exhibit A	The existing affected tariff pages.		
$\boxtimes$	Exhibit B	The proposed revised tariff pages.		
$\square$	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or		
		other information intended to assist Staff in the review of the Application.		
$\square$	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-		
		05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed		
		services, including:		
		• citation to the appropriate Web Page if any, in accordance with rule		
		4901:1-6-05(G)(4), and/or		
		• copy of other materials and publications to be used to comply with		
		4901:1-6-05(G)(3).		
$\square$	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule		
		4901:1-06-16(B), including where customers may find the information		
		regarding such services as required by rule 4901:1-6-05(G)(3).		
$\boxtimes$	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to		
		Customers.		

#### **AFFIDAVIT**

# Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Comcast Business Communications, and am authorized to make this statement on its behalf. LLC

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC 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 (Date) February 29, 2008 at (Location) Englewood, Colorado

\*(Signature and Title) /s/ David M. Lloyd, Director (Date) February 29, 2008

• 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, David M. Lloyd,

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) /s/ David M. Lloyd, Director

(Date) February 29, 2008

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

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

Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street, Columbus, OH 43215-3793

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Make such filing electronically as directed in Case No 06-900-AU-WVR

# EXHIBIT A EXISTING TARIFF PAGES

# COMCAST BUSINESS COMMUNICATIONS, LLC d/b/a COMCAST LONG DISTANCE

# REGULATIONS AND SCHEDULES OF INTRASTATE CHARGES APPLYING TO INTEREXCHANGE COMMUNICATIONS SERVICES WITHIN THE STATE OF OHIO

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Ohio by COMCAST BUSINESS COMMUNICATIONS, LLC, d/b/a COMCAST LONG DISTANCE ("Company"). This tariff is on file with the Public Utilities Commission of Ohio, and copies also may be inspected, during normal business hours, at the following location: 1500 Market Street, Philadelphia, Pennsylvania 19102.

# **CHECK SHEET**

The title page and pages 1-41 inclusive of this Tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	REVISION	<u>SHEET</u>	REVISION
1	Original	25	Original
2	1st Revised*	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	1st Revised*	32	1st Revised*
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
12	Original	36	Original
13	Original	37	1st Revised*
14	Original	38	1st Revised*
15	Original	39	Original
16	Original	40	1st Revised*
17	Original	41	1st Revised*
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		

<sup>\*</sup> New or Revised Pages

ISSUED: December 28, 2007

28, 2007 EFFECTIVE: <u>January 1, 2008</u>

# **CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS**

**CONCURRING CARRIERS:** 

No Concurring Carriers

**CONNECTING CARRIERS:** 

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

# **TARIFF FORMAT**

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
  2.1.
  2.1.1.
  2.1.1.A.
  2.1.1.A.1.
  2.1.1.A.1.(a).
  2.1.1.A.1.(a).I.
  2.1.1.A.1.(a).I.(i).
  2.1.1.A.1.(a).I.(i).
- Check Sheets When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

# **APPLICABILITY**

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications Services within the State of Ohio by COMCAST BUSINESS COMMUNICATIONS, LLC, d/b/a COMCAST LONG DISTANCE (hereinafter "Comcast" or the "Company").

# **EXPLANATION OF SYMBOLS**

- (C) To signify changed regulation
- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

# COMCAST BUSINESS COMMUNICATIONS, LLC d/b/a COMCAST LONG DISTANCE

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ISSUED: December 28, 2007 EFFECTIVE: January 1, 2008

# 1. <u>DEFINITION OF TERMS</u>

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

**Access Coordination** 

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Additional Billing Increment

Additional Billing Increment is the rate element used to bill for the chargeable time when a call continues beyond the Initial Billing Increment. Additional Billing Increment begins when the Initial Billing Increment ends (e.g., with the second minute of a call for which the Initial Billing Increment is one minute). Additional rates apply to each Additional Billing Increment, or any fraction thereof, that chargeable time continues beyond the Initial Billing Increment. Thus, for Service with an Initial Billing Increment of one (1) minute, a call with an actual duration of two (2) minutes and one (1) second would incur the full Initial Billing Increment charge and the charge for two (2) Additional Billing Increments.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

ANI

ANI (Automated Number Identification) refers to the specific and unique Calling Party's billing number delivered by a local exchange carrier to any interconnecting carrier for billing or routing purposes.

#### 1. **DEFINITION OF TERMS** (Cont'd)

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

**Authorization Code** 

A numerical sequence which enables a Customer to access the Company's network to place a Call and which is used by the Company to identify the customer for billing purposes.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Business (a/k/a Commercial)

Service which originates from, or is billed to, a line for which the Customer pays a rate that is described solely as a business or commercial rate in the applicable local exchange carrier's tariff for switched services.

ISSUED: March 30, 2006

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A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

**Calling Station** 

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

The Public Utilities Commission of Ohio

Company

Comcast Business Communications, LLC d/b/a Comcast Long Distance.

#### Company Recognized National Holidays

The following are Company recognized national holidays determined at the location of the originator of the Call.

The Company observes the following federally recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
July 4th, Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

#### Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use the Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate the Company.

#### Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

# Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

Due Date

The Due Date is the date on which payment is due.

# **Exemption Certificate**

A written Customer designation which certifies that its dedicated facility should be exempted from the monthly Special Access Surcharge because the Service:

- (a) terminates on a device incapable of connecting the Company's network with the local exchange network; or
- (b) is associated with a Switched Access Service that is subject to Carrier Common Line charges; or
- (c) constitutes a Private Line facility used for Telex Service or radio or television transmissions; or,
- (d) is an open-end termination in a Local Exchange Carrier's switch of an FX line; or
- (e) is a termination that could not make use of a Local Exchange Carrier's common lines.

# Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

**FCC** 

Federal Communications Commission

#### Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances.

#### 1. **DEFINITION OF TERMS (Cont'd)**

**Initial Billing Increment** 

Initial Billing Increment is the initial rate increment of a call placed under any Service provided by the Company. The initial rate increment will apply if a call has a minimum duration of the entire Initial Billing Increment or any fraction thereof. Thus, by way of example, for Service with an Initial Billing Increment of (1) minute, a call with an actual duration of less than one (1) minute will be billed the full Initial Billing Increment.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration.

**Kpbs** 

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

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The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Local Exchange Carrier (LEC)

N/A

Not available.

N/C

No charge.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

# Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

**Primary Route** 

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

#### Residential

Service which originates from, or is billed to, a line for which the Customer pays a rate that is described solely as a residential rate in the applicable local exchange carrier's tariff for switched services.

#### Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

#### **Route Diversity**

Two channels which are furnished partially or entirely over two physically separate routes.

#### Service

Service means any or all Service(s) provided pursuant to this Tariff.

#### Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

#### Service Commencement Date

The day that the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set forth in the Service Order or in the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance.

#### Service Order

A written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company is one means of initiating the respective obligations of the parties as set forth therein and pursuant to the tariffs of the Company, however the duration of Service is calculated for the Service Commencement Date.

# **Special Promotional Offerings**

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company, whichever is later.

Switched Access

Non-dedicated Local Access between the Customer's Premises and the serving wire center which is interconnected to the Company's Point-of-Presence for origination or termination of Service.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Public Utilities Commission of Ohio.

Transmission Speed

Date transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

#### 2. RULES AND REGULATIONS

# 2.1. Undertaking of the Company

#### **2.1.1.** Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio (intrastate interexchange) under the terms of this tariff.

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

The Company reserves the right to offer its Customers a variety of competitive services as deemed appropriate by Company.

The Company declares that all services contained in this tariff to be competitive telecommunications services, as defined in Section 4927 of the Ohio Revised Code.

The Company will comply with all of the Commission's Minimum Telephone Service Standards set forth in Chapter 4901:1-5 of the Ohio Administrative Code (O.A.C.).

# 2.1.2. Shortage of Equipment of Facilities

- **2.1.2.A.** 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.
- **2.1.2.B.** 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.

# 2.2. Description and Limitations of Services

- **2.2.1.** Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.2.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth in this tariff, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- **2.2.3.** The Company may require a Customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of Service. The application shall state the date on which Service shall begin and the points between which Service is to be provided, the type of facilities required, and any special arrangements related thereto.
- **2.2.4.** The Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- **2.2.5.** Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. The Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.

# 2.2. Description and Limitations of Services (Cont'd)

- **2.2.6.** Service may be discontinued after five business days written notice to the Customer if:
  - **2.2.6.A.** the Customer is using the Service in violation of this Tariff; or
  - **2.2.6.B.** the Customer is using the Service in violation of any law or Commission or FCC rule, order, or regulation.
- **2.2.7.** The Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customer as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- **2.2.8.** Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- **2.2.9.** Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation. In the event Customer has agreed to a service commitment period, any cancellation prior to the expiration of the service commitment period shall not relieve Customer of the obligation to pay cancellation charges as specified in this tariff.
- **2.2.10.** Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- **2.2.11.** The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

# 2.2. Description and Limitations of Services (Cont'd)

- **2.2.12.** The Company reserves the right to obtain a credit verification of Customer in the event:
  - **2.2.12.A.** Customer fails to make timely payment;
  - **2.2.12.B.** there are significant changes in Customer's calling volume or calling pattern, or significant changes in the manner that Service is provided to Customer; or
  - **2.2.12.C.** any other circumstance in which the Company determines that a credit verification is necessary to protect the Company from fraud, misuse or unlawful use of its Services.

# 2.3. Equipment

- **2.3.1.** The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make the Customer responsible for damage to the Company's equipment.
- **2.3.2.** The Customer agrees to return to the Company all Company-provided equipment delivered to the Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only 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.
- **2.3.3.** The Company reserves the right of entrance for its employees, agents or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or removing the Company's equipment. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's employees.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

# 2.3. Equipment (Cont'd)

- **2.3.5.** In order to protect the Company's facilities and personnel and the Services furnished to other Customers by the Company from potentially harmful effects, the Customer shall ensure the signals applied to the Company's Service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of other shall be provided at the Customer's expense.
- **2.3.6.** The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied within the installation, operations and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- **2.3.7.** If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel, including the suspension of Service.

#### 2.4. Other Terms and Conditions

- **2.4.1.** The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- **2.4.2.** A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- **2.4.3.** In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- **2.4.4.** The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

# 2.4. Other Terms and Conditions (Cont'd)

- **2.4.5.** The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- **2.4.6.** Service requested by the Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- **2.4.7.** If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- **2.4.8.** The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either the Company or the Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- **2.4.9.** The remedies set forth herein in favor of the Company shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

#### 2.5. Liability

**2.5.1.** Except as otherwise expressly provided in this Section 2.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff or the provision of Service as described herein.

# 2.5. Liability (Cont'd)

- **2.5.2.** Except as otherwise expressly provided in this Section 2.4, with respect to any claim or suit, by a Customer or by any other, for damages associated with the order (including the reservation of any specific number for use with this Service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any Service or facilities offered under this tariff, the liability of the Company shall not exceed an amount equal to the charge applicable under this tariff to the period during which claimant's Service was affected. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which the Service was affected.
- **2.5.3.** Except as provided otherwise in this Tariff, the Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- **2.5.4.** The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.

# 2.5. Liability (Cont'd)

- **2.5.5.** The Company shall not be liable for any representation made by Company employees, agent or affiliates, that do not comport, or that are inconsistent with the provisions of this Tariff.
- **2.5.6.** The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by other entities.
- **2.5.7.** The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for the Customer in obtaining such other Services. The Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- **2.5.8.** The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

# 2.5. Liability (Cont'd)

- **2.5.9.** The company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause, except as expressly set forth in this tariff. The company makes no warranties or representations with respect to its services, including without limitation, implied warranties of merchantability and fitness for a particular purpose. In the event of an interruption in service or any defect in the service whatsoever, neither company nor any affiliated or unaffiliated third party, third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever.
- **2.5.10.** With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- **2.5.11.** In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through the Customer, then the Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.

#### 2.6. Cancellation of Service by a Customer

2.6.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

# 2.6. Cancellation of Service by a Customer (Cont'd)

**2.6.2.** Upon thirty (30) days' prior written notice, either the Customer or the Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

# 2.7. Cancellation for Cause by the Company

- **2.7.1.** Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. The Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- **2.7.2.** Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances:
  - 2.7.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);
  - **2.7.2.B.** if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
  - **2.7.2.C.** if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
  - **2.7.2.D.** if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;

- 2.7. Cancellation for Cause by the Company (Cont'd)
  - 2.7.2. (Cont'd)
    - **2.7.2.E.** immediately upon written notice to the Customer of any sum thirty (30) days past due;
    - **2.7.2.F.** in the event of unauthorized use.
  - 2.7.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
  - **2.7.4.** The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its reasonable control.
  - **2.7.5.** Service may be discontinued by the Company without notice to the Customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain codes, when the Company deems it necessary to take such action to prevent unlawful use of its Service. The Company will restore Service as soon as it can be provided without undue risk.
  - **2.7.6.** Following the disconnection of Service for any of these reasons, the Company or the local exchange utility acting as the Company's agent, will notify the Customer that Service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where a Customer can obtain additional information. Notice shall be deemed given upon deposit, of a postage prepaid envelope containing Notice, in the U.S. Mail to the Customer's last known address and in compliance with the Commission's rules.

#### 2.8. Use of Service

2.8.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.4 of this tariff. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulation.

# 2.8. Use of Service (Cont'd)

- **2.8.2.** Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
  - **2.8.2.A.** One joint user or Authorized User must be designated as the Customer.
  - **2.8.2.B.** All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- **2.8.3.** In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- **2.8.4.** Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- **2.8.5.** The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

#### 2.9. Payment Arrangements

- **2.9.1.** The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- **2.9.2.** In the event an Authorization Code is assigned to a Customer, the Customer shall be responsible for all Service billed to such Authorization Code until such time as the Company receives written notification from the Customer to cancel such Authorization Code.

# 2.9. Payment Arrangements (Cont'd)

- 2.9.3. The Company's bills are due upon receipt. Amounts not paid within 15 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.9.4. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates; (B) the Customer's ability to demonstrate adequate ability to pay for the Service; (C) credit and related information provided by the Customer, lawfully obtained from third parties or publicly available; and (D) information relating to the Customer's management, owners and affiliates (if any). For end users or Customers whom the Company believes an advance payment is necessary, the Company reserves the right to collect an amount not to exceed the estimated charges for two months tariffed services plus 30% of the monthly estimated charge as advance payment for service. This will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the next month, not to exceed two months in total.
- **2.9.5.** Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- **2.9.6.** If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- **2.9.7.** In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- **2.9.8.** When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a handling fee of \$15.00. This charge will be in addition to any charges assessed by any bank or financial institution.

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# 2. <u>RULES AND REGULATIONS</u> (Cont'd)

#### **2.10.** Notice

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

#### 2.11. Assignment

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

#### 2.12. Tax Adjustments

**2.12.1.** All stated charges in this Tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's monthly invoice.

#### 2.13. Fees and Assessments

- **2.13.1.** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, compensation to payphone service providers for the use of their payphones to access Company Service.
  - **2.13.1.A. Payphone Surcharge**: Services provided pursuant to this tariff which are identified by the Company as pay telephone station-originated calls are subject to a \$0.30 per call surcharge. Unless specifically stated other wise, this surcharge will apply to calls made using the following Company Services: (i) toll-free service and (ii) 10XXX dial around service.

(C)

ISSUED: December 28, 2007 EFFECTIVE: January 1, 2008

# 2. <u>RULES AND REGULATIONS</u> (Cont'd)

## 2.14. Method for Calculation of Airline Mileage

**2.14.1.** The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 according to the following formula:

the square root of: 
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:

the square root of:  $\frac{(5004-5987)^2 + (1406-3424)^2}{10}$ 

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

# 2. <u>RULES AND REGULATIONS</u> (Cont'd)

## 2.15. Time of Day Rate Periods

**2.15.1.** Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

DAY: From 8:00 AM to 5:00 PM Monday - Friday

EVENING: From 5:00 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:00 PM to 8:00 AM Everyday

From 8:00 AM to 11:00 PM Saturday From 8:00 AM to 5:00 PM Sunday

- **2.15.2.** With respect to each time of day period listed in Section 4 of this tariff, the period begins exactly at the first listed hour and ends up to but not including the start of the second listed hour. Thus, by way of example, a time period listed as "11:00PM to 8:00AM" would begin exactly at 11:00 PM and continue up to, but not including 8:00AM.
- **2.15.3.** When a call begins in one rate period and ends in another, the rate in effect at the beginning of the call applies to the entire call. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

# 2.16. Special Customer Arrangements

**2.16.1.** In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

# 2. <u>RULES AND REGULATIONS</u> (Cont'd)

# 2.17. Inspection

**2.17.1.** The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should the Customer violate any provision herein.

# 2.18. Timing of Calls

**2.18.1.** Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. The establishment of the connection is determined, where available, by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When hardware answer supervision is unavailable and software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. Chargeable time for a call ends when one of the calling parties disconnects from the call. If the Called Station "hangs up" but the Calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company.

### 2.19. Rounding

**2.19.1.** In the event the total charge for a call includes a fraction of a cent, the cost shall be rounded up to the next highest cent.

# 3. <u>DESCRIPTION OF SERVICES</u>

## 3.1. Residential 1+ Calling Programs

**3.1.1.** Residential Calling Plan A – Residential Calling Plan A offers Residential Customers a plan combining a flat per-minute, non-distance sensitive charge for their intrastate calling. The rates apply when Calls are completed without the assistance of a live or automated operator and billed to the telephone number from which the Call originates, and which is pre-subscribed to this Service plan. This Service may be utilized for Calls that originate on a Residential line.

#### 3.2. Commercial Switched Access 1+ Calling Programs

**3.2.1.** Commercial Calling Plan A – Commercial Calling Plan A offers Commercial Customers a plan offering a non-distance sensitive charge for their intrastate calling. The rates apply when Calls are completed without the assistance of a live or automated operator and billed to the telephone number from which the Call originates, and which is pre-subscribed to this Service plan. This Service may be utilized for Calls that originate on a Commercial line.

# 3.3. Commercial Switched Access Toll-Free Calling Programs

**3.3.1.** Commercial Toll-Free Calling Plan A - Commercial Toll-Free Calling Plan A offers Commercial Customers a non-distance sensitive charge for their intrastate calling. This Service plan allows for inward dialing in which the Customer, not the Calling Party, pays for the Call's charges. This Service plan may be utilized for termination on a Commercial line.

# 3.4. Commercial Dedicated Access 1+ Calling Programs

**3.4.1.** Commercial Dedicated 1+ Calling Plan A – Commercial Dedicated 1+ Calling Plan A is an intrastate dedicated digital Interexchange Channel Service in which Customers employ full-time transmission Service utilizing entirely dedicated access arrangements between the Company's network and the Customer's premises. The Customer is required to interconnect with the Company at the Point-of Presence closest to the Customer's premises.

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# 3. <u>DESCRIPTION OF SERVICES</u> (Cont'd)

- 3.5. Commercial Dedicated Access Toll-Free Calling Programs
  - **3.5.1.** Commercial Dedicated Toll-Free Calling Plan A Commercial Dedicated Toll-Free Plan A is an inbound intrastate dedicated digital Interexchange Channel Service in which the Customer employs full-time transmission Service utilizing entirely dedicated access arrangements between the Company's network and the Customer's premises. The Customer is required to interconnect with the Company at the Point-of-Presence closest to the Customer's premises.

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ISSUED: December 28, 2007 EFFECTIVE: January 1, 2008

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# 3. <u>DESCRIPTION OF SERVICES</u> (Cont'd)

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(D)

ISSUED: December 28, 2007 EFFECTIVE: January 1, 2008

# 4. RATE SCHEDULES

# 4.1. Residential 1+ Calling Programs

# 4.1.1. Residential Calling Plan A

Initial Billing Increment:

Additional Billing Increment:

One Minute
One Minute

Per Minute Rate: \$0.13

### 4.2. Commercial Switched Access 1+ Calling Programs

### 4.2.1. Commercial Calling Plan A

Initial Billing Increment: 18 Seconds Additional Billing Increment: 6 Seconds

Per 18 Seconds Rate: \$0.0654 Per 6 Seconds Rate: \$0.0218

# 4.3. Commercial Switched Access Toll-Free Calling Programs

# 4.3.1. Commercial Toll-Free Calling Plan A

Initial Billing Increment: 18 Seconds Additional Billing Increment: 6 Seconds

Per 18 Seconds Rate: \$0.0684 Per 6 Seconds Rate: \$0.0228

### 4.4. Commercial Dedicated Access 1+ Calling Programs

# 4.4.1. Commercial Dedicated 1+ Calling Plan A

Initial Billing Increment: 18 Seconds Additional Billing Increment: 6 Seconds

Per 18 Seconds Rate: \$0.0654 Per 6 Seconds Rate: \$0.0218

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# 4. RATE SCHEDULES (Cont'd)

# 4.5. Commercial Dedicated Access Toll-Free Calling Programs

# 4.5.1. Commercial Dedicated Toll-Free Calling Plan A

Initial Billing Increment: 18 Seconds Additional Billing Increment: 6 Seconds

Per 18 Seconds Rate: \$0.0684 Per 6 Seconds Rate: \$0.0228

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# 4. <u>RATE SCHEDULES</u> (Cont'd)



# 5. SPECIAL PROMOTIONAL OFFERINGS

The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings of limited duration designed to attract new subscribers or to increase subscriber awareness of a particular Service offering. Such Promotional Offerings will be limited to specific dates, times, and locations. Except for the rates charged under such promotions, all other applicable terms and conditions contained in this tariff will apply to such Promotional Offerings. The Company, pursuant to all applicable laws and regulations, will notify the Commission prior to the start of such Promotional Offerings about the availability and duration of such Promotional Offerings.

ISSUED: December 28, 2007 EFFECTIVE: January 1, 2008

# EXHIBIT B PROPOSED TARIFF PAGES

# COMCAST BUSINESS COMMUNICATIONS, LLC d/b/a COMCAST LONG DISTANCE

# REGULATIONS APPLYING TO INTEREXCHANGE COMMUNICATIONS SERVICES WITHIN THE STATE OF OHIO

This Tariff contains the regulations applicable to the furnishing of service and facilities for telecommunications services within the State of Ohio by Comcast Business Communications, LLC, d/b/a Comcast Long Distance. This tariff is on file with the Public Utilities Commission of Ohio, and copies also may be inspected during normal business hours at the following location: One Comcast Center, Philadelphia, PA 19103.

ISSUED: February 29, 2008 EFFECTIVE: March 1, 2008

### 1. APPLICABILITY

#### 1.1. General

This Tariff contains the regulations applicable to the furnishing of intrastate telecommunications services within the State of Ohio by Comcast Business Communications, LLC, d/b/a Comcast Long Distance (hereinafter "Comcast" or the "Company").

#### 2. RULES AND REGULATIONS

#### 2.1. General

The Company will comply with the Commission's rules for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the MTSS, which can be found in the appendix to rule 4901:1-5-03 of the Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

# 2.2. Payment Arrangements

The customer is responsible for payment of all charges for services furnished to the customer or its joint or authorized users. This responsibility is not changed due to any use, misuse, or abuse of the customer's service or customer provided equipment by third parties, the customer's employees, or the public.

#### 2.2.1. Deposits

The Company may require a deposit of a customer who cannot establish a credit standing satisfactory to the Company. The fact that a deposit may have been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

The company agrees to abide by the regulations associated with customer deposits as set forth in Ohio Administrative Code 4901:1-5-05(B)(1).

ISSUED: February 29, 2008 EFFECTIVE: March 1, 2008

### 2. RULES AND REGULATIONS

# 2.2. Payment Arrangements (Cont'd)

# 2.2.2. Late Payment Charge

A late payment charge in an amount not to exceed the maximum lawful rate under applicable state law will be applied to charges not paid by the due date. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination

Late payment charges do not apply to the disputed amounts portion of unpaid balances. Undisputed amounts of the same bill may be subject to a late payment charge if they remain unpaid by the due date on the Customer's bill.

# 2.2.3. Returned Check Charge

When a customer's check is not honored by the financial institution and the check is returned to the company due to insufficient funds in the customer's account, or for similar reasons, a charge of \$15.00 shall apply, unless the customer can establish that the charge should not be assessed.

### 2.3. Payphone Surcharge

Services provided pursuant to this Tariff which are identified by the Company as pay telephone station originated calls are subject to a per call surcharge of \$.30. Unless specifically stated otherwise, this surcharge will apply to calls made using the following Company services: (a) toll free service and (b) 101XXXX dial around service.

ISSUED: February 29, 2008 EFFECTIVE: March 1, 2008

# EXHIBIT C SUMMARY OF CHANGES

This filing replaces Comcast Business Communications, LLC Interexchange Tariff #2 in its entirety with a new tariff containing the regulations required by the Commission for detariffed services, in compliance with PUCO Order in Case No. 06-1345-TP-ORD.

This filing detariffs the following services:

Residential 1+ Calling Programs
Residential Calling Plan A
Commercial Switched Access 1+ Calling Programs
Commercial Calling Plan A
Commercial Switched Access Toll Free Calling Programs
Commercial Toll-Free Calling Plan A
Commercial Dedicated Access 1+ Calling Programs
Commercial Dedicated 1+ Calling Plan A
Commercial Dedicated Access Toll-Free Calling Programs
Commercial Dedicated Toll-Free Calling Plan A

# EXHIBIT D COMPLIANCE WITH RULE 4901:1-6-05(G)(3)

Service descriptions and rates for detariffed services may be found on the Company's website located at <a href="http://www.comcast.com/tariffs/">http://www.comcast.com/tariffs/</a>.

# EXHIBIT E CUSTOMER NOTICE

There are no current customers subscribing to this service; therefore, customer notice is not applicable.

# EXHIBIT F CUSTOMER NOTICE AFFIDAVIT

STATE OF: Pennsylvania SS: COUNTY OF: Philadelphia

# **AFFIDAVIT**

I, <u>Beth Choroser</u>, am an authorized agent of the applicant corporation, Comcast Business Communications, LLC, and am authorized to make this statement on its behalf. I attest that Comcast Business Communications, LLC has no current customers subscribing to services as provided in Comcast Business Communications, LLC PUCO Tariff No. 2. I further attest that in light of the fact that Comcast Business Communications, LLC has no such customers, customer notice requirements as set forth in the Public Utilities Commission of Ohio's Order in Case No. 06-1345-TP-ORD and pursuant to Rule 4901:1-6-16, Ohio Administrative Code, are inapplicable to this filing. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/29/08 Khiladelphia, PA (Date) (Location)

/s/ Both Character 2-29-05

(Signature and Title) (Date)

Senior Director Regulatory

Subscribed and sworn to before me this Day of February
(Date)

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Michelle Hannon, Notary Public City Of Philadelphia, Philadelphia County My Commission Expires Dec. 22, 2010

Member, Pennsylvania Association of Notaries

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2/29/2008 12:58:36 PM

in

Case No(s). 90-6132-CT-TRF

Summary: Tariff Application to detariff toll services electronically filed by Linda P Tipps on behalf of Comcast Business Communications, LLC