

## Vorys, Sater, Seymour and Pease LLP

Legal Counsel

52 East Gay St.
PO Box 1008
Columbus, OH 43216-1008
614.464.6400

www.vorys.com

Founded 1909

Stephen M. Howard Direct Dial (614) 464-5401 Facsimile (614) 719-4772 E-Mail - smhoward@vorys.com

Attached documents are not in electronic format and are not "source" documents.

June 25, 2008

Ms. Reneé Jenkins Secretary, Public Utilities Commission of Ohio 180 East Broad Street, 13th Floor Columbus, Ohio 43215-3793

RE: Case No. 08-771-TP-ATA

Time Warner Cable Information Services (Ohio) LLC

Application to Detariff

Dear Ms. Jenkins:

On behalf of Time Warner Cable Information Services (Ohio) LLC (TWC), I am filing an Application to detariff certain Tier 2 services and to make other changes related to the implementation of Case No. 06-1345-TP-ORD. Included in the Application is the Commission's Telecommunications Application Form for Detariffing and Related Actions, Exhibit A (Existing affected Tariff Pages), Exhibit B (proposed Revised Tariff Pages), Exhibit C (Narrative summarizing changes proposed in the Application), Exhibit D (explanation of materials), Exhibit E (explanation of why no customer notice is required), and Exhibit F (explanation of why no affidavit is required).

This Application is made in order to conform TWC's tariff to the Commission's competitive retail telephone rules in Case No. 06-1345-TP-ORD. Certain Tier 2 regulated services which are not required to be filed in Cox's filed tariff in accordance with Rule 4901:1-06-05(G) have been deleted with this filing but are included in a Competitive Telecommunications Services Guide. Thank you for your cooperation.



Ms. René Jenkins June 25, 2008 Page 2

Sincerely yours,

/s/

Stephen M. Howard Attorneys for Time Warner Cable Information Services (Ohio) LLC

SMH/jab Enclosures

## 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)

In the Matter of the Application of <u>Time Warner</u> <u>Cable Information Services (Ohio) LLC</u>	) )	Case	Docket No. 90- <u>9278-</u> No. <u>08</u> - <u>771</u> - <b>TP</b> - <b>A</b>	TA	
to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD	)	NOTE: Unless you have reserved a Case No. leave the "fields BLANK.		se no. leave the Case no.	
Name of Registrant(s) Time Warner Cable Information Service	es (Ohio), I	<u>LLC</u>			
DBA(s) of Registrant(s) Time Warner Cable					
Address of Registrant(s) 290 Harbor Drive, Stamford, CT 0690	<u>)2</u>				
Company Web Address www.timewarnercable.com					
Regulatory Contact Person(s) Julie P. Laine			Phone (203) 328-06	<u>71</u> I	Fax (203) 328-4840
Regulatory Contact Person's Email Address Julie.Laine@twca	ble.com				
Contact Person for Annual Report Julie P. Laine				1	Phone (203) 328-0671
Address (if different from above)					
Consumer Contact Information Julie P. Laine				J	Phone (203) 328-0671
Address (if different from above)					

#### Part I - Tariffs

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

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

<u>Carrier Type</u>	☐ ILEC	☐ CLEC	☐ CTS
Business Tier 2 Services		$\boxtimes$	
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:
$\boxtimes$	Exhibit A	The existing affected tariff pages.
$\boxtimes$	Exhibit B	The proposed revised tariff pages.
	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.
	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).
	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).
	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,

Julie P. Laine (Name) , 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) 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) 425/08

at (Location) Stamford, CT

\*(Signature and Title) Smith Lacre
Vice President & Chief Counsel, Telephony

(Date) <u>Ce/2-5/0</u>

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, Julie P. Laine

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.

Vice President & Chief Counsel Telephony

\*(Signature and Title) Quiet Laure

(Date) <u>V/2</u>S/C

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

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

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

Or

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

.

## EXHIBIT A

# TIME WARNER CABLE INFORMATION SERVICES (OHIO), LLC D/B/A TIME WARNER CABLE

### PUCO NO. 1

# APPLICABLE TO LOCAL AND INTEREXCHANGE SERVICES

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## **CHECK SHEET**

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the top of this page.

SHEET	REVISION	SHEET	REVISION
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
12	Original	36	Original
13	Original	37	Original
14	Original	38	Original
15	Original	30	Original
16	Original	40	Original
17	Original	41	Original
18	Original	42	Original
19	Original	43	Original
20	Original	44	Original
21	Original	45	Original
22	Original	46	Original
23	Original	47	Original
24	Original		

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## TABLE OF CONTENTS

	Page
Title Sheet	1
Check Sheet	2
Table of Contents	3
Symbols Sheet	
Tariff Format	8
Section 1 – Definitions and Abbreviations	
SECTION 1.1 – EXPLANATION OF ABBREVIATIONS AND ACRONYMS	9
SECTION 1.2 – DEFINITIONS OF TERMS	9
Section 2 – Rules and Regulations	12
Section 2.1 – UNDERTAKING OF THE COMPANY	12
Section 2.1.2 - Regulatory Compliance	
Section 2.1.2 – Application of Tariff	
Section 2.1.3 – Shortage of Equipment or Facilities	13
Section 2.1.4 – Terms and Conditions	
Section 2.2 – LIMITATIONS ON LIABILITY	15
Section 2.2.1 – Indemnification and Limits on Liability	15
Section 2.3 – LIABILITY OF THE COMPANY	
Section 2.3.1 – General	20
Section 2.4 – SERVICE AVAILABILITY	21
Section 2.4.1 – Notification of Service-Affecting Activities	21

Issued: July 1, 2005

Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

Section 2.4.2 – Provision of Equipment and Facilities	22
Section 2.4.3 – Ownership of Facilities	23
Section 2.5 – OBLIGATIONS OF THE CUSTOMER	24
Section 2.5.1 – General	24
Section 2.5.2 – Prohibited Activities and Uses	25
Section 2.5.3 – Claims	25
Section 2.6 - CUSTOMER EQUIPMENT AND CHANNELS	26
Section 2.6.1 – General	
Section 2.6.2 – Station Equipment	
Section 2.6.3 – Interconnection of Facilities	27
Section 2.6.4 – Inspections	
Section 2.7 – INTERRUPTION OF SERVICE	
Section 2.7.1 – General	
Section 2.8 – PAYMENT ARRANGEMENTS	
Section 2.8.1 – Payment	
Section 2.8.3 – Billing and Collection of Charges	
Section 2.8.3 – Disputed Bills	
Section 2.8.4 – Late Payment Charges	32
Section 2.8.5 – Suspension or Termination of Service for Nonpayment	32
Section 2.8.6 – Exceptions to Suspension and Termination for Nonpayment	
Section 2.9 – TAXES AND OTHER CHARGES	
Section 2.10 – BACKBILLING	

Issued: July 1, 2005

Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

Section 2.11 - TERMINATION FOR CAUSE OTHER THAN NONPAYMENT	35
Section 2.11.1 – General	35
Section 2.11.2 - Prohibited, Unlawful or Improper Use of Facilities or Service	36
Section 2.11.3 - Abandonment or Unauthorized Use of Facilities	
Section 2.11.4 - Change in the Company's Ability to Secure Access	
Section 2.11.5 – Emergency Termination of Service	
Section 2.12 - USE OF CUSTOMER'S SERVICE BY OTHERS	
Section 2.12.1 - Customers and Authorized Users	
Section 2.12.2 – Transfers and Assignments	
Section 2.13 – CANCELLATION OF SERVICE	
Section 2.14 – NOTICES AND COMMUNICATIONS	
Section 2.15 – SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS	
Section 2.15.1 – Special Construction and Non-Routine Maintenance	
Section 2.15.2 – Basis for Charges	
Section 2.15.3 – Termination Liability	
Section 2.16 – INDIVIDUAL CASE BASIS ARRANGEMENTS	
Section 2.17 – DUAL PARTY RELAY SERVICE	
Section 2.17.1 – General	
Section 2.17.2 – Regulations	42
Section 2.17.3 – Liability	43
Section 3 – Description of Services	44
Section 3.1 – TYPES OF SERVICES OFFERED	44
Section 3.1.1 – Basic Local Exchange Service	44
Section 3.1.2 – Message Telecommunications Services	44

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

Section 3.1.3 – Toll Free Service	45
Section 3.1.4 – Trial Services	45
Section 3.1.5 - Transmission Service And Facilities	45
Section 4 – Rates	46
Section 4.1 – RATES	46
Section 4.1.1 - Service Connection and Related Charges	
Section 4.1.2 - Basic Local Exchange Rates	46
Section 4.1.3 – Message Telecommunications Services Rates	
Section 4.1.4 – Toll Free Service Rates	
Section 4.1.5 – ICB Charges	
Section 4.2 – PROMOTIONAL OFFERINGS	
Section 4.3 – EMPLOYEE RATES	

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

### **SECTION 2 - RULES AND REGULATIONS**

#### 2.1 UNDERTAKING OF THE COMPANY

## 2.1.1 Regulatory Compliance

Company will comply with all applicable subscriber billing (Rule 4901:1-5-15), establishment of service, including requirements to establish creditworthiness (Rule 4901:1-5-13), residential service guarantors (Rule 4901:1-5-14), subscriber billing adjustments for local exchange service (Rule 4901:1-5-16), and denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service (Rule 4901:1-5-17), as set forth in the Ohio Administrative Code.

#### 2.1.2 Application of Tariff

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Local and Interexchange Service defined herein offered by the Company within Ohio. Service is furnished for the use of Customer or End Users in placing and receiving calls within Ohio.
- B. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.
- C. When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities.
- D. This Tariff applies only for the use of the Company's Service within Ohio. This includes the use of the Company's network to complete an end-to-end call within Ohio and to obtain access to the intrastate and interstate Toll Call services offered by the Company.
- E. The provision of Local and Interexchange Service defined herein is subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 - RULES AND REGULATIONS, CONT'D

#### 2.2 LIMITATIONS ON LIABILITY

#### 2.2.1 Indemnification and Limits on Liability

- A. The Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:
  - 1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
  - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;
  - 3. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;

Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 – RULES AND REGULATIONS, CONT'D

#### 2.2 LIMITATIONS ON LIABILITIES, CONT'D

## 2.2.1 Indemnification and Limits on Liability, Cont'd

- 12. Any calls not actually attempted to be completed during any period that Service is unavailable;
- 13. Blockages by other providers of services on the public switched network;
- 14. Any damage to CPE resulting from use of that system with the Service; and
- 15. Breach in the privacy or security of communications transmitted over the Company's facilities.
- 17. 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.
- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 – RULES AND REGULATIONS, CONT'D

#### 2.3 LIABILITY OF THE COMPANY, CONT'D

#### 2.3.1 General, Cont'd

- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed, all in accordance with Rule 4901:1-15-16(G) O.A.C.

#### 2.4 SERVICE AVAILABILITY

#### 2.4.1 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Service. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 – RULES AND REGULATIONS, CONT'D

#### 2.4 SERVICE AVAILABILITY, CONT'D

## 2.4.1 Notification of Service-Affecting Activities, Cont'd

determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or damage to facilities or equipment, notification to the Customer may not be possible. Customer will be entitled to billing adjustments for local service pursuant to Rule 4901:1-15-16 O.A.C.

## 2.4.2 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company provided it.

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 - RULES AND REGULATIONS, CONT'D

## 2.6 CUSTOMER EQUIPMENT AND CHANNELS, CONT'D

#### 2.6.4 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 (10) 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.

### 2.7 INTERRUPTION OF SERVICE

#### 2.7.1 General

A. The Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, failure of facilities or services of other companies relied upon by Company to provide Service, negligence of the Customer, or to the failure of channels, wiring, equipment, facilities or power provided by the Customer. The Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the channels, wiring, equipment, facilities or power provided by the Customer. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one day of Service. Any credits will be issued in

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 - RULES AND REGULATIONS, CONT'D

### 2.7 INTERRUPTION OF SERVICE, CONT'D

#### 2.7.1 General, Cont'd

conformance with Rule 4901:1-5-16 of the Ohio Administrative Code (OAC).

#### B. No credit allowance will be made for:

- 1. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, User, or other common carrier providing service connected to the Service of the Company;
- 2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- 3. Interruptions due to the failure or malfunction of non-Company equipment;
- 4. Interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 5. Interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
- 6. Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

### SECTION 2 - RULES AND REGULATIONS, CONT'D

#### 2.8 PAYMENT ARRANGEMENTS, CONT'D

#### 2.8.2 Billing and Collection of Charges

- A. All Customer bills are due and payable on or before the due date provided on the bill. If any portion of the bill is received by the Company more than seven (7) days after the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company and the Company may proceed with collection activities.
- B. Pursuant to Rule 4901:1-5-15(E) of the OAC, if an objection is not received by the Company within 18 months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer, unless the Customer has documentation for periods prior to 18 months, in which case there is no limitation on the time objections may be received.
- C. 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 Returned Check Charge in an amount up to \$20.00.

#### 2.8.3 Disputed Bills

If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill.

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 - RULES AND REGULATIONS, CONT'D

#### 2.8 PAYMENT ARRANGEMENTS, CONT'D

#### 2.8.4 Late Payment Charges

- A. Customer bills are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.

## 2.8.5 Suspension or Termination of Service for Nonpayment

- A. If payment is not received within thirty (30) days of the due date, a disconnect notice will be sent to the Customer. The Company will provide the Customer with written notice via first class U.S. Mail stating the reason for discontinuance and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. Bills must be mailed to the Customer no later than six (6) business days after the date of the bill.
- B. After issuing the written notification in accordance with Section 2.8.5(A), at least one attempt shall be made during non-working hours to contact a residential Customer by telephone before the scheduled date of suspension/termination.

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 – RULES AND REGULATIONS, CONT'D

### 2.8 PAYMENT ARRANGEMENTS, CONT'D

## 2.8.5 Suspension or Termination of Service for Nonpayment, Cont'd

- C. A Customer's bill shall not be due earlier than 14 days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due. The Company shall not disconnect the service sooner than 14 days after the due date of the bill and without sending a written notice of disconnection, postmarked at least seven days prior to the date of disconnection of service.
- D. Suspension/termination may occur only between 8:00 AM and 7:30 PM on Monday through Thursday, and between 8:00 AM and 12:00 PM on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, Service may not be disconnected during the periods of December 23 through December 26 and December 30 through January 2.
- E. Pursuant to Rule 4901:1-5-17(M)(2) of the OAC, if the Customer's account is disconnected due to non-payment, local service may be reconnected only by paying all past due amounts related to local service, a reconnection fee, and the first month of local service as a deposit.
- F. Service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill if the Customer does not pay the undisputed portion after being asked to do so.
- G. Suspended or terminated Service shall be reconnected within twenty-four (24) hours following payment or within twenty-four (24) hours of the end of circumstances beyond the Company's control which delay the reconnection.

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 - RULES AND REGULATIONS, CONT'D

### 2.12 USE OF CUSTOMER'S SERVICE BY OTHERS, CONT'D

## 2.12.2 Transfers and Assignments, Cont'd

and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.

#### 2.13 CANCELLATION OF SERVICE

If a business or commercial Customer cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), such Customer agrees to pay to the Company:

- A. All nonrecurring charges as specified in this Tariff; plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. All recurring charges specified in this Tariff for the balance of the thencurrent term.

#### 2.14 NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and/or first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 – RULES AND REGULATIONS, CONT'D

#### 2.15 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

### 2.15.1 Special Construction and Non-Routine Maintenance

Subject to the agreement of the Company and to all of the regulations Α. contained in this Tariff, special construction, special arrangements and non-routine maintenance may be undertaken on a reasonable-efforts basis at the request of the Customer. Such special construction, special arrangements and non-routine maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal tariff conditions. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customers' request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays and/or nights, additional charges may apply.

#### 2.15.2 Basis for Charges

Where the Company furnishes a facility or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

- Nonrecurring charges;
- Recurring charges;

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 – RULES AND REGULATIONS, CONT'D

## 2.15 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS, CONT'D

## 2.15.2 Basis for Charges, Cont'd

- Termination liabilities; or
- Combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

## 2.15.3 Termination Liability

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

#### 2.16 INDIVIDUAL CASE BASIS ARRANGEMENTS

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available in a nondiscriminatory manner to similarly situated Customers.

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 2 - RULES AND REGULATIONS, CONT'D

### 2.17 DUAL PARTY RELAY SERVICE, CONT'D

#### 2.17.2 Regulations, Cont'd

4. Operator-handled conference service and other teleconference calls.

## 2.17.3 Liability

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

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

#### **SECTION 3 - DESCRIPTION OF SERVICES**

#### 3.1 TYPES OF SERVICES OFFERED

This section of the tariff contains a general description of the services offered by the Company. Services may be performed by resale of services provided by other telephone companies.

#### 3.1.1 Basic Local Exchange Services

Basic local exchange services consist of access to and usage of telephone company-provided services that enable a customer to originate or receive voice communications within a local service area. Basic local exchange service consists of local dial tone, touch tone dialing, access to and usage of 911 where such service is available, access to operator services and directory assistance, provision of a telephone directory and a listing in that directory, per call caller identification blocking services, access to telecommunications relay service and access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies. The Company's exchange areas and local calling areas are defined in the tariffs of the incumbent local exchange company serving each exchange area.

## 3.1.2 Message Telecommunications Services

Message Telecommunications Services (MTS) consist of the furnishing of outbound message telephone service between telephone stations located within the state. MTS is available on both a switched and dedicated basis.

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## SECTION 3 - DESCRIPTION OF SERVICES, CONT'D

## 3.1 TYPES OF SERVICES OFFERED, CONT'D

#### 3.1.3 Toll Free Service

Toll Free Service is an inbound-only service in which callers located within the State may place toll-free calls to a Customer or End User telephone.

#### 3.1.4 Trial Services

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six (6) months at which time the trial offering must be either withdrawn or made available on permanent basis.

#### 3.1.5 Transmission Service And Facilities

Transmission service and facilities consists of facilities-based intrastate Interexchange Telecommunications Service and facilities, including private line services and network and transmission services, designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. Such Customer contracts shall be filed under seal with the Commission. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at nondiscriminatory rates.

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

### SECTION 4 – RATES, CONT'D

#### 4.1 RATES, CONT'D

#### 4.1.3 Message Telecommunications Services Rates

Per minute MTS rate:

\$.15 per minute

#### 4.1.4 Toll Free Service Rates

Per minute rate for Toll Free service:

\$.15 per minute

#### 4.1.5 ICB Charges

ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis and will be filed with the Commission for approval.

#### 4.2 PROMOTIONAL OFFERINGS

Subject to the approval of the Commission, the Company may from time to time elect to offer temporary promotional programs that shall waive, for a specified period of time not to exceed six (6) months, in whole or in part (1) any installation fee and/or (2) any recurring or nonrecurring fees for any Services other than intrastate toll service to introduce present or potential Customers to a service not previously received by the Customer.

#### 4.3 EMPLOYEE RATES

The Company may offer special rates or rate packages to its employees or employees of its affiliates.

Issued: July 1, 2005 Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

## **CHECK SHEET**

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the top of this page.

SHEE	T REVISION	SHEET	REVISION
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	First Revised
5	Original	29	First Revised
6	Original	30	Original
7	Original	31	First Revised
8	Original	32	First Revised
9	Original	33	First Revised
10	Original	34	First Revised
11	Original	35	Original
12	First Revised	36	Original
13	Original	37	Original
14	Original	38	Original
15	First Revised	39	First Revised
16	Original	40	First Revised
17	Original	41	First Revised
18	First Revised	42	First Revised
19	Original	43	First Revised
20	Original	44	First Revised
21	First Revised	45	Original
22	First Revised	46	First Revised
23	Original		
24	Original		

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

## **TABLE OF CONTENTS**

	<u>Page</u>
Title Sheet	1
Check Sheet	2
Table of Contents	3
Symbols Sheet	7
TARIFF FORMAT	8
Section 1 – Definitions and Abbreviations	9
SECTION 1.1 – EXPLANATION OF ABBREVIATIONS AND ACRONYMS	9
SECTION 1.2 – DEFINITIONS OF TERMS	9
Section 2 – Rules and Regulations	12
Section 2.1 – UNDERTAKING OF THE COMPANY	12
Section 2.1.2 – Regulatory Compliance	12
Section 2.1.2 – Application of Tariff	12
Section 2.1.3 – Shortage of Equipment or Facilities	13
Section 2.1.4 – Terms and Conditions	13
Section 2.2 – LIMITATIONS ON LIABILITY	15
Section 2.2.1 – Indemnification and Limits on Liability	15
Section 2.3 – LIABILITY OF THE COMPANY	20
Section 2.3.1 – General	20
Section 2.4 – SERVICE AVAILABILITY	21
Section 2.4.1 – Notification of Service-Affecting Activities (unused)	21

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

Effective: June 25, 2008

Issued: June 25, 2008

## PUCO NO. 1

Section 2.4.2 - Provision of Equipment and Facilities	22
Section 2.4.3 – Ownership of Facilities	23
Section 2.5 – OBLIGATIONS OF THE CUSTOMER	
Section 2.5.1 – General	24
Section 2.5.2 – Prohibited Activities and Uses	25
Section 2.5.3 – Claims	25
Section 2.6 – CUSTOMER EQUIPMENT AND CHANNELS	26
Section 2.6.1 – General	
Section 2.6.2 – Station Equipment	26
Section 2.6.3 – Interconnection of Facilities	27
Section 2.6.4 – Inspections	28
Section 2.7 – INTERRUPTION OF SERVICE	28
Section 2.7.1 – General (unusued)	28
Section 2.8 – PAYMENT ARRANGEMENTS	30
Section 2.8.1 – Payment	30
Section 2.8.3 – Billing and Collection of Charges (unused)	31
Section 2.8.3 – Disputed Bills (unused)	31
Section 2.8.4 – Late Payment Charges	32
Section 2.8.5 – Suspension or Termination of Service for Nonpayment (unused)	32
Section 2.8.6 – Exceptions to Suspension and Termination for Nonpayment (unused).	33
Section 2.9 – TAXES AND OTHER CHARGES	33
Section 2.10 – BACKBILLING	33
Section 2.11 – TERMINATION FOR CAUSE OTHER THAN NONPAYMENT	34

Issued Pursuant to Case No. 08-771-TP-ATA

Section 2.11.1 – General	34
Section 2.11.2 – Prohibited, Unlawful or Improper Use of Facilities or Service	35
Section 2.11.3 – Abandonment or Unauthorized Use of Facilities	
Section 2.11.4 - Change in the Company's Ability to Secure Access	37
Section 2.11.5 – Emergency Termination of Service	
Section 2.12 – USE OF CUSTOMER'S SERVICE BY OTHERS	37
Section 2.12.1 – Customers and Authorized Users	37
Section 2.12.2 – Transfers and Assignments	37
Section 2.13 – CANCELLATION OF SERVICE	38
Section 2.14 – NOTICES AND COMMUNICATIONS	38
Section 2.15 – SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS	39
Section 2.15.1 - Special Construction and Non-Routine Maintenance (unused)	39
Section 2.15.2 – Basis for Charges (unused)	39
Section 2.15.3 – Termination Liability (unused)	40
Section 2.16 – INDIVIDUAL CASE BASIS ARRANGEMENTS (unused)	40
Section 2.17 – DUAL PARTY RELAY SERVICE (unused)	41
Section 2.17.1 – General (unused)	41
Section 2.17.2 – Regulations (unused)	41
Section 2.17.3 – Liability (unused)	42
Section 3 – Description of Services	43
Section 3.1 – TYPES OF SERVICES OFFERED	43
Section 3.1.1 – Basic Local Exchange Service	43
Section 3.1.2 – Message Telecommunications Services (unused)	43

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

Section 3.1.3 – Toll Free Service (unused)	44
Section 3.1.4 – Trial Services (unused)	44
Section 3.1.5 – Transmission Service And Facilities (unused)	44
Section 4 – Rates	45
Section 4.1 – RATES	45
Section 4.1.1 – Service Connection and Related Charges	45
Section 4.1.2 – Basic Local Exchange Rates	45
Section 4.1.3 – Message Telecommunications Services Rates (unused)	46
Section 4.1.4 – Toll Free Service Rates (unused)	46
Section 4.1.5 – ICB Charges (unused)	46
Section 4.2 – PROMOTIONAL OFFERINGS (unused)	46
Section 4.3 – EMPLOYEE RATES (unused)	46

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

## **SECTION 2 - RULES AND REGULATIONS**

#### 2.1 UNDERTAKING OF THE COMPANY

## 2.1.1 Regulatory Compliance

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (MTSS) and these safeguards can be found in the appendix to Rule 4901:1-5-03 of the Administrative Code. The Company concurs in the Minimum Telephone Service Standards as ordered by The Public Utilities Commission of Ohio (PUCO) in its Orders dated February 7, 2007, and Entries on Rehearing July 11 and August 29, 2007, in Case No. 05-1102-TP-ORD. If any Section(s) or Subsection(s) of this tariff differ or do not specifically list the Service Standard, or as they may be amended from time to time by the Commission, the Minimum Telephone Standards shall take precedence and supersede any tariff language. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

## 2.1.2 Application of Tariff

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Local and Interexchange Service defined herein offered by the Company within Ohio. Service is furnished for the use of Customer or End Users in placing and receiving calls within Ohio.
- B. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.
- C. When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities.
- D. This Tariff applies only for the use of the Company's Service within Ohio. This includes the use of the Company's network to complete an end-to-end call within Ohio and to obtain access to the intrastate and interstate Toll Call services offered by the Company.
- E. The provision of Local and Interexchange Service defined herein is subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

Julie Laine, Secretary
Time Warner Cable Information Services (Ohio), LLC
290 Harbor Drive
Stamford, CT 06902

T

## SECTION 2 - RULES AND REGULATIONS, CONT'D

#### 2.2 LIMITATIONS ON LIABILITY

## 2.2.1 Indemnification and Limits on Liability

- A. The Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:
  - 1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
  - 2. Any delay or failure of performance or equipment due to causes not reasonably within the Company's control, including, but not limited to fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;
  - 3. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;

Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

Julie Laine, Secretary
Time Warner Cable Information Services (Ohio), LLC
290 Harbor Drive
Stamford, CT 06902

T

## SECTION 2 - RULES AND REGULATIONS, CONT'D

## 2.2 LIMITATIONS ON LIABILITIES, CONT'D

## 2.2.1 Indemnification and Limits on Liability, Cont'd

- 12. Any calls not actually attempted to be completed during any period that Service is unavailable;
- 13. Blockages by other providers of services on the public switched network;
- 14. Any damage to CPE resulting from use of that system with the Service; and
- 15. Breach in the privacy or security of communications transmitted over the Company's facilities.
- 16. 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.
- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

Julie Laine, Secretary
Time Warner Cable Information Services (Ohio), LLC
290 Harbor Drive
Stamford, CT 06902

T

# SECTION 2 - RULES AND REGULATIONS, CONT'D

## 2.3 LIABILITY OF THE COMPANY, CONT'D

#### 2.3.1 General, Cont'd

- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. This language is no longer contained in the tariff because the former language has been replaced by Rule 4901:1-6-06(B)(1)(e) of the Ohio Administrative Code (OAC).

#### 2.4 SERVICE AVAILABILITY

## 2.4.1 Notification of Service-Affecting Activities

This language is no longer contained in the tariff because the former language has been replaced by Rule 4901:1-6-06(B)(1)(e) of the Ohio Administrative Code (OAC).

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

# SECTION 2 – RULES AND REGULATIONS, CONT'D

# 2.4 SERVICE AVAILABILITY, CONT'D

## 2.4.2 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company provided it.

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-717-TP-ATA

# SECTION 2 - RULES AND REGULATIONS, CONT'D

# 2.6 CUSTOMER EQUIPMENT AND CHANNELS, CONT'D

## 2.6.4 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 (10) 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.

## 2.7 INTERRUPTION OF SERVICE

## 2.7.1 General

A. This language is no longer contained in the tariff because the former language has been replaced by Rule 4901:1-6-06(B)(1)(e) of the Ohio Administrative Code (OAC).

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

# SECTION 2 - RULES AND REGULATIONS, CONT'D

# 2.7 INTERRUPTION OF SERVICE, CONT'D

## 2.7.1 General, Cont'd

- B. No credit allowance will be made for:
  - 1. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, User, or other common carrier providing service connected to the Service of the Company;
  - 2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
  - 3. Interruptions due to the failure or malfunction of non-Company equipment;
  - 4. Interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  - 5. Interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
  - 6. Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and

Issued: June 25, 2008

Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

# SECTION 2 - RULES AND REGULATIONS, CONT'D

# 2.8 PAYMENT ARRANGEMENTS, CONT'D

## 2.8.2 Billing and Collection of Charges

This language is no longer contained in the tariff because the former language has been replaced by Rule 4901:1-6-06(B)(1)(e) of the Ohio Administrative Code (OAC).

# 

## 2.8.3 Disputed Bills

This language is no longer contained in the tariff because the former language has been replaced by Rule 4901:1-6-06(B)(1)(e) of the Ohio Administrative Code (OAC).

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

## SECTION 2 – RULES AND REGULATIONS, CONT'D

## 2.8 PAYMENT ARRANGEMENTS, CONT'D

## 2.8.4 Late Payment Charges

- A. Customer bills are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.

## 2.8.5 Suspension or Termination of Service for Nonpayment

This language is no longer contained in the tariff because the former language has been replaced by Rule 4901:1-6-06(B)(1)(e) of the Ohio Administrative Code (OAC).

T

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

## SECTION 2 - RULES AND REGULATIONS, CONT'D

#### 2.8 PAYMENT ARRANGEMENTS, CONT'D

## 2.8.6 Exceptions to Suspension and Termination for Nonpayment

This language is no longer contained in the tariff because the former language has been replaced by Rule 4901:1-6-06(B)(1)(e) of the Ohio Administrative Code (OAC).

T

#### 2.9 TAXES AND OTHER CHARGES

The Customer may be responsible for payment of any Federal, Ohio or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

#### 2.10 BACKBILLING

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than twenty-four (24) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of Service is not permitted for charges billed in

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

T

T

#### PUCO NO. 1

## SECTION 2 – RULES AND REGULATIONS, CONT'D

#### 2.15 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

## 2.15.1 Special Construction and Non-Routine Maintenance

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.

## 2.15.2 Basis for Charges

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services.

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

T

T

T

#### PUCO NO. 1

## SECTION 2 - RULES AND REGULATIONS, CONT'D

#### 2.15 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS, CONT'D

## 2.15.2 Basis for Charges, Cont'd

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guid.)

## 2.15.3 Termination Liability

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services.)

## 2.16 INDIVIDUAL CASE BASIS ARRANGEMENTS

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

## SECTION 2 - RULES AND REGULATIONS, CONT'D

#### 2.17 DUAL PARTY RELAY SERVICE

#### 2.17.1 General

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

T

## 2.17.2 Regulations

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services.)

Т

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

## SECTION 2 – RULES AND REGULATIONS, CONT'D

## 2.17.3 Liability

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services.)

T

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

## **SECTION 3 - DESCRIPTION OF SERVICES**

#### 3.1 TYPES OF SERVICES OFFERED

This section of the tariff contains a general description of the services offered by the Company. Services may be performed by resale of services provided by other telephone companies.

## 3.1.1 Basic Local Exchange Services

Basic local exchange services consist of access to and usage of telephone company-provided services that enable a customer to originate or receive voice communications within a local service area. Basic local exchange service consists of local dial tone, touch tone dialing, access to and usage of 911 where such service is available, access to operator services and directory assistance, provision of a telephone directory and a listing in that directory, per call caller identification blocking services, access to telecommunications relay service and access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies. The Company's exchange areas and local calling areas are defined in the tariffs of the incumbent local exchange company serving each exchange area.

#### 3.1.2 Message Telecommunications Services

Issued: June 25, 2008

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

Julie Laine, Secretary
Time Warner Cable Information Services (Ohio), LLC
290 Harbor Drive
Stamford, CT 06902

T

#### SECTION 3 – DESCRIPTION OF SERVICES, CONT'D

#### 3.1 TYPES OF SERVICES OFFERED, CONT'D

#### 3.1.3 Toll Free Service

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

#### 3.1.4 Trial Services

Issued: June 25, 2008

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

#### 3.1.5 Transmission Service And Facilities

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

Effective: June 25, 2008

T

T

Issued Pursuant to Case No. 08-771-TP-ATA

T

T

T

T

T

#### PUCO NO. 1

#### SECTION 4 – RATES, CONT'D

#### 4.1 RATES, CONT'D

#### 4.1.3 Message Telecommunications Services Rates

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

#### 4.1.4 Toll Free Service Rates

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

## 4.1.5 ICB Charges

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

#### 4.2 PROMOTIONAL OFFERINGS

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

#### 4.3 EMPLOYEE RATES

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

Issued: June 25, 2008 Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

## Exhibit C Case No. 08-771-TP-ATA

# TIME WARNER CABLE INFORMATION SERVICES (OHIO), LLC PUCO No. 1

## NARRATIVE OF TARIFF CHANGES

Page(s)	Section	Remarks
2	Check Sheet	Revised sheet list
3-6	Contents	Revised to delete detariffed terms
12	2.1.1	Revised for MTSS rule changes
15	2.2.1A.2.	Replaced "beyond" with "not reasonably within"
18	2.2.1	Renumbered last paragraph
21	2.3.1F	Revised because former tariff language has been replaced
		by Rule 4901:1-6-06(B)(1)(e) of the OAC
21	2.4.1	Revised because former tariff language has been replaced
		by Rule 4901:1-6-06(B)(1)(e) of the OAC
22	2.4.1	Revised because former tariff language has been replaced
		by Rule 4901:1-6-06(B)(1)(e) of the OAC
28	2.7.1	Revised because former tariff language has been replaced
		by Rule 4901:1-6-06(B)(1)(e) of the OAC
29	2.7.1	Revised because former tariff language has been replaced
		by Rule 4901:1-6-06(B)(1)(e) of the OAC
31	2.8.2	Revised because former tariff language has been replaced
		by Rule 4901:1-6-06(B)(1)(e) of the OAC
31	2.8.3	Revised because former tariff language has been replaced
		by Rule 4901:1-6-06(B)(1)(e) of the OAC
32	2.8.5	Revised because former tariff language has been replaced
		by Rule 4901:1-6-06(B)(1)(e) of the OAC
33	2.8.6	Revised because former language has been replaced by
		Rule 4901:1-6-06(B)(1)(e) of the OAC
39	2.15.1	Deleted Special Construction Non-Routine Maintenance
		material
39	2.15.2	Deleted reference to Basis for Charges
40	2.15.2	Deleted reference to Basis for Charges
40	2.15.3	Deleted reference to Termination Liability
40	2.16	Deleted reference to Individual Case Basis Arrangements
41	2.17.1-2.17.2	Deleted reference to Dual Party Relay Service
42	2.17.3	Deleted reference to Liability portion of Dual Relay
		Service
43	3.1.2	Deleted references to Message Telecommunications
		Services
44	3.1.3-3.1.5	Deleted references to Toll-Free Service, Trial Services,
		and Transmission Service and Facilities

46	4.1.3-4.1.5	Deleted references to Message Telecommunications
		Services rates, Toll-Free Service rates, and ICB charges
46	4.2	Deleted reference to Promotional Offerings
46	4.3	Deleted references to Employee Rates

## EXHIBIT D

The applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms and conditions for detariffed services, by providing a copy of other materials and publications to be used to comply with Rule 4901:1-6-05(G)(3). The applicant has no customers.

# EXHIBIT E

# Customer Notice

The Applicant has no customers. Therefore, no notice of detariffing and related changes could be provided.

# EXHIBIT F

# Affidavit of Customer Notice

Because the Applicant has no customers, no notice was given and no affidavit is required.

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

6/25/2008 3:58:15 PM

in

Case No(s). 08-0771-TP-ATA

Summary: Application to Detariff electronically filed by Stephen M Howard on behalf of Time Warner Cable Information Services (Ohio) LLC