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July 18, 2008

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

RE: Case No. 08-766-TP-ACE  
Cox Ohio Telcom, L.L.C.  
Exhibit 2 (Access Tariff)  
Updated Original Page Nos. 8, 9, 15, 18, 25, 26, 39, 40, 42, 56, 60  
and 77

Dear Ms. Jenkins:

After a conversation with the Commission's Telecommunications Division Staff, I am filing updated Original Page Nos. 8, 9, 15, 18, 25, 26, 39, 40, 42, 56, 60 and 77 as part of Cox's proposed Access Tariff, PUCO Tariff No. 1.

Please accept the attached pages as superseding Original Page Nos. 8, 9, 15, 18, 25, 26, 39, 40, 42, 56, 60 and 77 which were contained in the June 25 filing. Thank you in advance for your cooperation.

Sincerely yours,

/s/  
Stephen M. Howard  
Attorneys for Cox Ohio Telcom, L.L.C.

SMH/jab  
Enclosures

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**ACCESS SERVICE**

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**Section 1 - Definitions**

The following definitions are applicable to this Tariff:

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-0XXX, or 950-1XXX.

**Access Minutes** - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

**Access Tandem** - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Answer Supervision** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

**Bit** - The smallest unit of information in a binary system of notation.

**Bits Per Second (bps)** - The number of bits transmitted in a one second interval.

**Call** - A Customer attempt for which the complete address code is provided to the service end office.

**Carrier or Common Carrier** - Any individual, partnership, association, corporation or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

**Central Office** - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - A communications path between two or more points of termination. A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

**Commission** - The Public Utilities Commission of Ohio.

**Company** - COX Ohio Telcom, LLC

**Customer** - any other Local Exchange Carrier or Interexchange Carrier, partnership, association, joint-stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this Tariff. This does not include end user customers.

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**ACCESS SERVICE**

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**Section 1 - Definitions, Cont'd.**

**Customer Designated Premises (CDP)** - The premises specified by the Customer for termination of Access Services.

**Dedicated Access or Dedicated Transport** - A method for a Customer to directly connect two locations of their choice with dedicated (non-switched) services.

**End User** - Denotes any Customer of an intrastate, interstate or foreign telecommunications service that is not a carrier, except that a carrier other than a LEC or IXC shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

**End Office Switch** - A Company switching system where station loops are terminated for purposes of interconnection to each other and to trunks.

**Entry Switch** - First point of switching.

**Exchange** - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more Central Offices together with the associated facilities used in furnishing communications service within the specified area.

**Facility** - Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff.

**First Point of Switching** - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating End Office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating End Office to the Customer premises.

**Holidays** - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**HUB** - The end office from which the Customer Designated Premises would normally obtain dial tone from the company.

**Interexchange Carrier (IC)** - Any individual, partnership, association, corporation or other entity engaged in Interstate or Intrastate interexchange communication for hire by wire or radio between two or more exchanges.

**Interstate** - The term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more location in the United States and one or more international locations.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.1 Undertaking of the Company, cont'd.**

**2.1.7 Liability of the Company, cont'd.**

5. The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.
6. When a customer is provided service under this Tariff, the Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this Tariff, involving:
  - A. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
  - B. Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer; or
  - C. All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this Tariff.
7. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the customer's use of the services so provided.
8. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer services offered under this Tariff and will indemnify such customer for any damages awarded based solely on such claims.
9. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.
10. 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 courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

**2.1.8 Discontinuance and Restoration of Service**

Service will continue to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.2 Obligations of the Customer, cont'd.**

**2.2.5 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company against:

1. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
2. Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
3. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users, or customers, in connection with any service or facilities or equipment provided by the Company.

**2.2.6 Testing**

The service provided under this Tariff shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

**2.2.7 Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria, or operating or maintenance characteristics of the facilities.

**2.2.8 Network Contingency Coordination**

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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**ACCESS SERVICE**

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**Section 2 - Terms and Conditions, cont'd.**

**2.3 Billing and Payment Arrangements**

The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: (1) a paper format; (2) computer disk only; or (3) via electronic transmission. Such bills are due upon receipt regardless of the media utilized. The Company shall bill in advance charges for all services to be provided during the ensuing billing period except for charges associated with service usage. Adjustments for the quantities of service established or discontinued in any billing period beyond the minimum service period will be prorated to the number of days based on a 30 day month. The Company will upon request and if available, furnish such detailed information as may reasonably be required for verification of billing.

When a Customer makes a payment to the Company in the form of a check, bank draft, credit card, debit card or other non-cash payment method, and the payment is returned to Cox unpaid, a \$30.00 returned item fee may be applied to the Customer's account.

**2.3.1 Taxes**

The Customer is responsible for payment of any sales, use, excise, access, franchise or other local, state and federal taxes, charges, fees or surcharges (however designated), excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of network services. Where applicable, such taxes will be billed by the Company to the Customer and will be separately stated on the Customer's invoice; provided, however, that the Company will not bill to the Customer such taxes as may be exempted by a tax exemption or resale certificate for operation in any jurisdiction in which the Customer obtains such certificate.

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**Section 2 - Terms and Conditions, cont'd.**

**2.3 Billing and Payment Arrangements, cont'd.**

**2.3.2 Payment Due**

All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same date in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows:

1. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
2. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge shall be due the Company. The late payment charge shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer actually makes the payment to the Company.

**2.3.3 Term Agreements**

The Company offers Term Agreements on its Special Access Services wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. As specified in negotiated contracts, a Termination Liability charge applies to the early termination of a Term Agreement.

Inclusion of early termination liability by the Company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the Company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

Upon expiration of the Customer's selected initial term, the Customer's Service Agreement shall automatically renew for one (1) year terms unless the Customer or Cox provides the other with written terminating notice at least sixty (60) days prior to the expiration of the then existing term.

All term agreements will be filed with the Commission for approval.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.4 Rate Categories**

There are five rate categories which apply to Cox Switched Access Service:

- Switched Access Transport
- Local End Office Switching
- 500 Access Service
- 900 Access Service
- 8XX Data Base Access Service

**3.4.1 End Office Switching**

End office switching denotes the Company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to trunks. End office switching charges apply on a per-minute of use basis as set forth in Section 3.10 following.

**3.4.2 Switched Access Transport**

The Switched Access Transport rate category provides the transmission facilities and equipment between the Customer's premises and the end office switch(es) or between end office switch(es) and the access tandem.

Switched Access Transport is a two-way communications path comprised of Interoffice facilities (Common Transport) or Direct-Trunked Transport that permit the transport of calls in the originating direction (from the end user end office switch to the Customer's premises) and in the terminating direction (from the Customer's premises to the end office switch), but not simultaneously. The transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining whether the service is to be routed to an end office, whether the service is to be routed via the access tandem, and the directionality of the service.

Switched Access Transport is provided at the rates and charges set forth in 3.10, Rates and Charges, following.

Customers requesting Switched Access Service must specify if Direct-Trunked Transport is desired. If Direct-Trunked Access Transport is requested, the Customer must specify the type of Direct-Trunked Transport facility, i.e., DS3 or DS1 to be used.



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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.4 Rate Categories, Cont'd.**

**3.4.2 Switched Access Transport, cont'd.**

Switched Access Transport is comprised of a Common Transport rate category or a Direct-Trunked Transport rate category as described below:

**1. Direct-Trunked Transport Usage Rate Category**

Direct-Trunked Transport provides the transmission path between the Customer's premises to an end office or between the Company's end office and an alternate tandem provider's network. The Direct-Trunked Transport facility is capable of carrying a combination of Switched Access traffic types (e.g. FGD, Switched Access 8XX, Switched Access 5XX, and Switched Access 9XX). The facility charges are assessed as monthly recurring charges based on capacity (e.g. Switched DS1 and DS3) ordered. This charge will also apply when the Customer premises and Company are located in the same building. The transmission path is dedicated to the use of a single Customer.

**2. Tandem Routed (Common) Transport Usage Rate Category**

The Tandem Routed Transport rate category provides for transmission facilities between the Company End Office and an alternate tandem provider's network. This rate category is comprised of a Fixed per Minute-of-Use rate element and a Per Minute-of-Use, Per Mile rate element.

**3. Switched Access Transport Facilities**

The types of facilities available to the Customer for Direct Trunked or Tandem Routed Transport Switched Access Service are High Capacity DS1 and DS3. Following is a brief description of each type of facility. Each type has its own characteristics and is available, in suitably equipped offices, with multiplexing options as set forth in 3.4.1.4.A, Multiplexing, following.

**A. DS1 Facility**

A DS1 facility is capable of transmitting signals at a nominal 1.544 Mbps, with the capability to channelize to 24 voice-frequency transmission paths.

**B. DS3 Facility**

A DS3 is capable of transmitting signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.4 Rate Categories, Cont'd.**

**3.4.4 8XX Data Base Query Service**

8XX Data Base Query Service is a service offering that utilizes originating trunk side Switched Access Service to deliver 8XX toll free calls to the Company's Interexchange Carrier Customers. The service provides for the forwarding of end user dialed 8XX toll free calls to a Company Service Switching Point which will initiate a query to the database to perform the customer identification function. The call is forwarded to the appropriate Interexchange Carrier Customer based on the dialed 8XX number. Records exchange, rating and billing for 8XX Data Base Query Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

The 8XX subscriber is responsible for arranging the entry of the various routing instructions discussed herein into the Number Administration Service Center's (NASC's) Service Management System (SMS).

The 8XX Data Base Query Charge is assessed to the 8XX subscriber on a per query basis and may include an area of service which may range from a single NPA/NXX to an area consisting of all LATAs and NPAs in the State of Ohio. The per query charge is reflected in Section 3.10, Rates and Charges, following.

**3.5 Obligations of the Company**

The Company has certain obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

**3.5.1 Network Management**

The Company will administer its network to insure the provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company maintains the right to apply protective controls, i.e., those actions, such as Call Gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

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**ACCESS SERVICE**

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**Section 3 - Switched Access Service, cont'd.**

**3.10 Rates and Charges**

**3.10.1 Switched Access Transport**

Cox concurs in the AT&T Switched Transport rates as found in the AT&T tariff, PUCO No. 20.

Rate elements that will apply for Switched Access Transport are as follows:

1. Direct (Dedicated) Trunked Transport Facilities, Monthly Recurring Charges
  - (a) DS1, per DS1, Fixed per Month and Per Mile rates
  - (b) DS3, per DS3, Fixed per Month and Per Mile rates
2. Tandem Routed Transport (Common Transport) Monthly Usage Charges
  - (a) Facility Termination – Fixed, per Minute-of-use, per month
  - (b) Facility Termination – per mile, per minute-of-use
  - (c) Common Multiplexing
3. Switched Transport Optional Features – Multiplexing  
DS1 to DS0 and DS3 to DS1, per arrangement, per Month
4. Installation, nonrecurring charges – none

**3.10.2 Local Switching**

Cox concurs in the AT&T Local Switching rates as found in the AT&T tariff, PUCO No. 20.  
Rate elements that will apply for local switching are as follows:

Carrier Common Line (if applicable), Information surcharge (if applicable), Interconnection Charge, Common Trunk Port and End Office Switching

**3.10.3 800 Database Query**

Cox concurs in the AT&T 800 Database per query charge as found in the AT&T Tariff, PUCO No. 20. This charge will be assessed on a "per query" basis.

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**ACCESS SERVICE**

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**Section 4 – Special Access Service, cont'd.**

**4.3 Service Configurations**

There are two types of service configurations over which Special Access Services are provided: Two-point service and multi-point service. Cox offers Special Access services at DS1 through OCN levels.

**4.3.1 Two-Point Service**

A two-Point service connection two customer-designated premises either on a directly connected basis or through a Hub where multiplexing functions are performed.

Applicable rate elements are:

- Channel Termination
- Channel Mileage (as applicable)
- Optional Features and Functions

**4.3.2 Multi-Point Service**

Multi-point service connects three or more Customer-designated premises through a Company hub.

Applicable rate elements are:

- Channel Termination (one per Customer-designated premises)
- Channel Mileage (as applicable between each designated Customer-designated premises and the Hub and between Hubs)
- Bridging
- Optional Features and Functions (when applicable)

**4.4 Termination Liability**

The termination liability for services purchased under a Term Agreement will be specified in the contract.

Inclusion of early termination liability by the Company in its Tariff or contract does not constitute a determination by the PUCO that the termination liability imposed by the Company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

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**ACCESS SERVICE**

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**Section 7 - Customer Specific Contracts**

**7.1 General**

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings which may be offered by the Company from time to time.

Contracts in this section are available to any other similarly situated Customer that places an order for such contract service within 90 days of the effective date of such contract service. Contracts will be filed for approval with the Commission.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**7/18/2008 11:22:30 AM**

**in**

**Case No(s). 08-0766-TP-ACE**

Summary: Exhibit Revised Exhibit 2 Tariff Pages electronically filed by Stephen M Howard on behalf of Cox Ohio Telcom, L.L.C.