

FILE

**NorthStar**  
TELECOM

90-9329-TP-TRF

RECEIVED-DOCKETING DIV

2008 MAY 27 PM 12:39

PUCO

May 23, 2008

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

08-1282-TP-ATA

To whom it may concern:

This letter is to comply with commissions rulings regarding the de-tariffing of Business Tier 2 Services, along with Residential & Business Toll Services and Other Changes required by Rule.

Please see Exhibit C for enclosed pages.

If you have any questions about this filing, please direct them to me at the contact information listed below.

Sincerely,

Keith Applewhite  
Executive Escalations Analyst  
NorthStar Telecom Inc.  
445 Hamilton Ave. Suite 408  
White Plains, New York 10601  
(914) 948-5550 Ext. 1092  
[kapplewhite@northstartelecom.us](mailto:kapplewhite@northstartelecom.us)

This is to certify that the images appearing are an  
accurate and complete reproduction of a case file  
document delivered in the regular course of business  
Technician \_\_\_\_\_ Date Processed 5/27/08



May 23, 2008

## **EXHIBIT C**

**Northstar Telecom Inc. PUCO No. 2 Switched Access Services**

The following pages are enclosed to satisfy Detariffing and Related Actions.  
All pages include Original, and 1<sup>st</sup> Revision copies.

Sheet11  
Sheet12  
Sheet13  
Sheet14  
Sheet16  
Sheet17  
Sheet18  
Sheet19  
Sheet20  
Sheet24  
Sheet25  
Sheet26  
Sheet27  
Sheet28  
Sheet29  
Sheet41  
Sheet42  
Sheet46  
Sheet47  
Sheet48  
Sheet49  
Sheet51



May 23, 2008

## **EXHIBIT E**

### **Northstar Telecom Inc. PUCO No. 2 Switched Access Services**

As Northstar Telecom Inc. currently has no customers in the State of Ohio, there is no Customer Notice to be created.



May 23, 2008

## **EXHIBIT A, & B**

**Northstar Telecom Inc. PUCO No. 2 Switched Access Services**

Contained herein, are the existing affected and proposed revised tariff pages.

---

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

Northstar's services offered pursuant to this Rate Sheet are furnished for Switched Access Service. Northstar may offer these services over its own or resold facilities.

Northstar installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Rate Sheet. Northstar may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Northstar network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

The Company's Tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa Code, 66 Pa. C.S. and the Communications Act of 1934 as amended by the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

**2.1.2 Shortage of Equipment or Facilities**

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

---

## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

(C)

(C)

#### 2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- B. The furnishing of service under this rate sheet is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the company may obtain from other Carriers from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, Appendix A of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY, 10601

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this rate sheet, a month is considered to have 30 days.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or originating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.
- C. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.D below.
- D. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- E. This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.3 Terms and Conditions**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601



---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company**

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 below.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this rate sheet, and subject to the provisions of the Company's liability, if any, shall be limited as provided herein.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company (cont'd.)**

- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: , fire, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company (cont'd.)**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company (cont'd.)**

- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. Reserved For Future Use
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company (cont'd.)**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company (cont'd.)**

- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this rate sheet, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this rate sheet.
- I. Reserved For Future Use

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company (cont'd.)**

H.

(C)  
—  
(C)

I. Reserved For Future Use

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601



---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company (cont'd.)**

- J. Reserved For Future Use
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company (cont'd.)**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of the Company (Cont'd.)****2.1.4 Liability of the Company (cont'd.)**

- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.
- N. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.4 Liability of the Company (cont'd.)**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.1 Undertaking of the Company (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities within its control 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' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

---

Issued: April 20, 2006

Effective: May 21, 2006

Issued by:

Matt O'Flaherty, President  
1101 Hills Road  
Fremont, Nebraska 68025

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.5 Notification of Service-Affecting Activities**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

**2.1.6 Provisions of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services 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 rate sheet. 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 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 the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.1 Undertaking of the Company (Cont'd.)**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601



---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer**

**2.3.1 The Customer shall be responsible for:**

- A. the payment of all applicable charges pursuant to this rate sheet;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated in the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Access Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer**

**2.3.1**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Obligations of the Customer, (Cont'd.)****2.3.1 The Customer shall be responsible for (cont'd.):**

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible obtaining under Section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Claims**

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffio, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Obligations of the Customer (Cont'd.)****2.3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic.

- A. Originating Access: Originating access minutes is only traffic originating from the Company Local Switching Center(s). The Customer should provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- B. Terminating Access: For Feature Group D Switched Access Service(s), the Customer should provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in Sections 2.3.3.D below.

If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis of 50 percent interstate traffic and 50 percent intrastate traffic.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer (Cont'd.)**

**2.3.3**

(C)

(C)

---

**Issued: May 28, 2008**

**Effective: May 28, 2008**

**Issued by:**

**Kevin Griffo, President**  
**445 Hamilton Ave. Suite 408**  
**White Plains, NY 10601**



---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Obligations of the Customer (Cont'd.)****2.3.3 Jurisdictional Reporting (cont'd.)**

- D. Effective on the first of January, April, July and October of each year the Customer should update its interstate and intrastate jurisdictional report. The Customer should forward to the Company, to be received no later than 15 days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months' billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in 2.3.3A and 2.3.3B above.
- E. Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer (Cont'd.)**

**2.3.3**

(C)  
-----  
(C)

---

**Issued: May 28, 2008**

**Effective: May 28, 2008**

**Issued by:**

**Kevin Griffo, President**  
**445 Hamilton Ave. Suite 408**  
**White Plains, NY 10601**

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)****2.3 Obligations of the Customer (Cont'd.)****2.3.3 Jurisdictional Reporting (cont'd.)**

(cont'd.)

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, as its own expense, has the right to retain an independent auditing firm.

**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2.4.2 Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Obligations of the Customer (Cont'd.)**

**2.3.3**

(C)

(C)

**2.4 Customer Equipment and Channels**

**2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

**2.4.2 Station Equipment**

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**

**2.9 Meet Point Billing**

Meet Point Billing applies when more than one Exchange Telephone Company is involved in the provision of Access Service. All recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates as set forth below. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

---

Issued: April 20, 2006

Effective: May 21, 2006

Issued by:

Matt O'Flaherty, President  
1101 Hills Road  
Fremont, Nebraska 68025

---

**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE****3.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this rate sheet. These charges are in addition to other applicable charges set forth in other sections of this rate sheet.

**3.1.1 Ordering Conditions**

Customer may order switched access through a Constructive Order, as defined herein, or through an ASR.

The format and terms of the ASR will be as specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

**3.1.2 Minimum Period of Service**

The minimum period for which Access Service is provided and for which charges are applicable is one month.

A. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service, and a new minimum period will be established:

1. A change in the identity of the Customer of record; or
2. A move by the Customer to a different building.

B. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is equivalent to 50,000 billed minutes of use for the applicable service.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

---

**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)****3.2 Miscellaneous Charges**

Customer Requested Due Date Change <sup>1</sup>	\$50, per order
Customer Requested Expedite	\$250, per location, per order
Cancellation (after 3 business days from order placement)	Full NRCs + \$250, per order
Design Change, DS0/DS1	\$150, per circuit
Design Change, DS3 and higher	\$300, per circuit
Administrative Processing	\$25, per order

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

---

**SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE, (Cont'd.)**

**3.2 Miscellaneous Charges**

(C)

(C)

<sup>1</sup> Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601



---

## SECTION 5 - SWITCHED ACCESS RATES

### 5.1 General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- Non-Recurring Charges: One-time charges that apply for a specific work activity.
- Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

---

**SECTION 5 - SWITCHED ACCESS RATES**

**5.1 General**

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

---

**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.2 Rate Categories**

5.2.1 There are several rate categories which apply to Switched Access Service:

- Blended Carrier Switched Access Originating
- Blended Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

The Company provides originating and terminating switched access service through a single blended rate based on aggregate traffic volumes from the following cost categories:

Common Line

The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by customers and end users for interstate access.

Switched Transport

The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es) where the customer's traffic is switched to originate or terminate the customer's communications.

End Office Switching

The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Company Intercept Operators or recordings, the Signaling Transfer Point (STP) costs, and the SS7 signaling function between the end office and the STP.

---

**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.2 Rate Categories**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.2 Rate Categories, (Cont'd.)**

**5.2.2 Toll-Free 8XX Data Base Query**

The Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company's (or its provider's) Toll-Free 8XX data base.

**5.2.3 Optional Features**

Other optional features may be available on an Individual Case Basis (ICB).

---

**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.2 Rate Categories, (Cont'd.)**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601

---

**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)****5.3 Billing of Access Minutes**

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

---

**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.3 Billing of Access Minutes**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffo, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601



---

**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)****5.4 Rates and Charges, (Cont'd.)****5.4.2 Toll-Free 8XX Data Base Query**

Per Query

Verizon Area 0.0085400

SBC Area 0.0022940

**5.4.3 Switched Access Optional Features***All Optional Features are offered on an Individual Case Basis (ICB).*

---

Issued: April 20, 2006

Effective: May 21, 2006

Issued by:

Matt O'Flaherty, President  
1101 Hills Road  
Fremont, Nebraska 68025

---

**SECTION 5 - SWITCHED ACCESS RATES, (Cont'd.)**

**5.4 Rates and Charges, (Cont'd.)**

(C)

(C)

---

Issued: May 28, 2008

Effective: May 28, 2008

Issued by:

Kevin Griffio, President  
445 Hamilton Ave. Suite 408  
White Plains, NY 10601