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February 18, 2009  
**Via Efile**

Ms. Renee Jenkins, Commission Secretary  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13th Floor  
Columbus, Ohio 43215

**RE: ACN Communication Services, Inc.**  
**Revision to Ohio Tariff No. 3 (Access)**  
**Docket No. 09-124-TP-ATA**

Dear Ms. Jenkins:

Enclosed are the original copy of a revision to P.U.C.O. Tariff No. 3 (Access) filed on behalf of ACN Communication Services, Inc. This filing makes various test edits to the Access Tariff per the request of Michelle Green. The Company respectfully requests an effective date for this tariff revision of March 20, 2009.

The following tariff pages are included with this filing:

3 <sup>rd</sup> Revised Page 2	Updates Check Sheet
2 <sup>nd</sup> Revised Page 6	Removes Carrier from definition of Company, and changes interexchange carrier to common carrier in Customer definition
1 <sup>st</sup> Revised Page 17	Removes "acts of God"
1 <sup>st</sup> Revised Page 18	Adds Termination language
1 <sup>st</sup> Revised Page 19	Removes "reasonable attorney fees"
1 <sup>st</sup> Revised Page 22	Changes PIU of "50%" to average of prior 3 months usage
1 <sup>st</sup> Revised Page 28	Removes Gross Receipt Tax from tariff
1 <sup>st</sup> Revised Page 29	Clarifies credit worthiness for Deposits
1 <sup>st</sup> Revised Page 30	Clarifies credit worthiness for Advanced Payments
1 <sup>st</sup> Revised Page 35	Removes administrative fee reference from section 2.15.2
1 <sup>st</sup> Revised Page 45	Removes assumes average from language from 2.22.1(b)
1 <sup>st</sup> Revised Page 46	Removes "this Tariff" from section 2.23.1(a)
1 <sup>st</sup> Revised Page 66	Adds PIC change charge
1 <sup>st</sup> Revised Page 67	Adds contract filing requirement language

Ms. Renee Jenkins, Commission Secretary  
Docketing Division  
February 18, 2009  
Page 2 of 2

Questions regarding this filing may be directed to me at (407) 740-3005 or via email at [mbyrnes@tminc.com](mailto:mbyrnes@tminc.com).

Sincerely,



Monique Byrnes, Consultant to  
ACN Communication Services, Inc.

*MB/rg*

Enclosures

cc: J. Mueller, ACN  
file: ACN – OH Access  
tms: OHa0901

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
(Effective: 01/18/2008)

In the Matter of the Application of ACN Communication Services, Inc. )  
To change text to various section in tariff )

TRF Docket No. 90-\_\_\_\_\_

Case No. 09 - 124 - **TP** - TRF

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) ACN Communication Services, Inc.

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 32991 Hamilton Court, Farmington Hills, MI 48334

Company Web Address www.acninc.com

Regulatory Contact Person(s) Monique Byrnes, Consultant

Phone 407-740-3005

Fax 407-740-0613

Regulatory Contact Person's Email Address mbyrnes@tminc.com

Contact Person for Annual Report Monique Byrnes, Consultant

Phone 407-740-3005

Address (if different from above) Technologies Management, Inc. 2600 Maitland Center Pkwy., Suite 300, Maitland, FL 32751

Consumer Contact Information Tracy Wiewel

Phone 248-699-4000

Address (if different from above) 32991 Hamilton Court, Farmington Hills, MI 48334

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

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

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

<b>Carrier Type</b> <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I – Part II – Certificate Status and Procedural

<b>Certificate Status</b>	<b>ILEC</b>	<b>CLEC</b>	<b>CTS</b>	<b>AOS/IOS</b>
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

<b>Carrier to Carrier</b>	<b>ILEC</b>	<b>CLEC</b>		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input checked="" type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
<b>Other*</b> (explain) _____				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

### Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

#### AFFIDAVIT

##### *Compliance with Commission Rules and Service Standards*

I am an officer/agent of the applicant corporation, ACN Communication Services, Inc., and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) February 18, 2009

at (Location) Maitland, FL 32751

  
Monique Byrnes, Consultant to ACN Communication Services, Inc.

(Date) February 18, 2009

- 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, Monique Byrnes, Consultant to ACN Communication Services, Inc. verify that I have utilized the Telecommunications Application Form for Routine Proceedings 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.

  
Monique Byrnes, Consultant to ACN Communication Services, Inc.

(Date) February 18, 2009

*\*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**

**ACN Communication Services, Inc.**

EXHIBIT A

SUPERCEDED TARIFF PAGES

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CARRIER-TO-CARRIER TARIFF

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**CHECK SHEET**

The sheets listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION	
Title	Original		26	1 <sup>st</sup> Revised		50.1	Original	*
1	Original		27	Original		50.2	Original	*
2	2 <sup>nd</sup> Revised	*	28	Original		51	Original	
3	Original		29	Original		52	Original	
4	Original		30	Original		53	Original	
5	Original		31	Original		54	Original	
6	1 <sup>st</sup> Revised		32	Original		55	Original	
7	Original		33	Original		56	Original	
8	Original		34	Original		57	Original	
9	Original		35	Original		58	Original	
10	Original		36	Original		59	Original	
11	Original		37	Original		60	1 <sup>st</sup> Revised	*
12	Original		38	Original		61	1 <sup>st</sup> Revised	*
13	Original		39	Original		62	1 <sup>st</sup> Revised	*
14	Original		40	Original		63	1 <sup>st</sup> Revised	*
15	Original		41	Original		64	Original	
16	Original		42	Original		65	Original	
17	Original		43	Original		66	Original	
18	Original		44	Original		67	Original	
19	Original		45	Original		68	Original	
20	Original		46	Original				
21	Original		47	Original				
22	Original		48	Original				
23	Original		49	1 <sup>st</sup> Revised	*			
24	Original		49.1	Original	*			
25	Original		50	1 <sup>st</sup> Revised	*			

\* - Indicates pages included with this filing.

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Issued: September 17, 2008

Effective: October 18, 2008

Issued by:

Daniel Crowley  
Vice President - Finance  
32991 Hamilton Court  
Farmington Hills, MI 48334  
Case No.: 08-1085-TP-ATA

OH0806b

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CARRIER-TO-CARRIER TARIFF

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)**

**Central Office** - The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

**Channel** - A communications path between two or more points.

**CIC** - An interexchange carrier identification code.

**Commission** - Refers to the Public Utilities Commission of Ohio, unless otherwise indicated. (T)

**Company or Carrier** - Used throughout this tariff to indicate ACN Communication Services, Inc.

**Constructive Order** - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

**CPE** - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

**Customer** - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. In most contexts, the Customer is an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach its End User customer(s).

**Customer Premises** - The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.

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Issued: November 20, 2002

Effective: December 20, 2002

Issued by:

Daniel Crowley, Vice President-Finance  
32991 Hamilton Court  
Farmington Hills, MI 48333  
Case No.: 90-9227-TP-TRF

oha0203



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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.7 Liability of the Company**

- 2.7.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5** 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.

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Issued: August 13, 2002

Effective: October 16, 2002

Issued by:

Jayne Diorka, Chief Financial Officer  
32991 Hamilton Court  
Farmington Hills, MI 48333  
Case No.: 90-9227-TP-TRF

oha0200

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.7 Liability of the Company (Continued)**

- 2.7.6** No liability shall attach to the Company by reason of any defacement or damage to the Customer=s premise resulting from the existence of the Company=s equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8** The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.9** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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Issued: August 13, 2002

Effective: October 16, 2002

Issued by:

Jayne Diorka, Chief Financial Officer  
32991 Hamilton Court  
Farmington Hills, MI 48333  
Case No.: 90-9227-TP-TRF

oha0200

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.8 Liability of the Customer**

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2** To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party.
- 2.8.3** A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4** The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provide to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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Issued: August 13, 2002

Effective: October 16, 2002

Issued by:

Jayne Diorka, Chief Financial Officer  
32991 Hamilton Court

Farmington Hills, MI 48333

Case No.: 90-9227-TP-TRF

oha0200

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.9 Obligations of the Customer (Continued)**

**2.9.2** With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

**A. 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.

**B. 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.

**C. Jurisdictional Reports**

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.

(1) Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

(2) Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, a default PIU of 50% will be applied by the Company.

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Issued: August 13, 2002

Effective: October 16, 2002

Issued by:

Jayne Diorka, Chief Financial Officer  
32991 Hamilton Court

Farmington Hills, MI 48333

Case No.: 90-9227-TP-TRF

oha0200

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.10 Billing and Payment For Service (Continued)**

**2.10.5 Late Payment Fees**

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

**2.10.6 Returned Check Charge**

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.11 Taxes, Surcharges and Fees**

**2.11.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively.

**2.11.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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Issued: August 13, 2002

Effective: October 16, 2002

Issued by:

Jayne Diorka, Chief Financial Officer  
32991 Hamilton Court

Farmington Hills, MI 48333

Case No.: 90-9227-TP-TRF

oha0200

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.12 Deposits and Advanced Payments (Continued)**

**2.12.3 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.15 Restoration of Service**

- 2.15.1** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2** A restoration fee of \$25.00, or the actual costs incurred by the Company plus an administrative charge, whichever is greater, applies to Customers whose service is restored following disconnection by the Company.
- 2.15.3** Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.22 Mixed Interstate and Intrastate Switched Access Services**

**2.22.1** When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.2 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- (a) For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- (b) For usage sensitive chargeable rate elements, multiply the PIU times actual use (measured or Company assumed average use) times the interstate rate.

**2.22.2** A similar calculation is then performed to determine the intrastate portion of the bill.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities**

**2.23.1** When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.9.2.

- (a) If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
- (b) If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
- (c) If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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**ACN Communication Services, Inc.**  
32991 Hamilton Court  
Farmington Hills MI 48334

P.U.C.O. Tariff No. 3  
Original Sheet 66

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CARRIER-TO-CARRIER TARIFF

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**SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES**

[Reserved for Future Use]

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Farmington Hills, MI 48333  
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CARRIER-TO-CARRIER TARIFF

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**SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION**

**6.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract.

**6.2 Special Service Arrangements**

**6.2.1** If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as AICB@, the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.

**6.2.2** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

**6.2.3** If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

**6.3 Non-Routine Installation Charges**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays or night hours, additional charges may apply.

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**EXHIBIT B**

**PROPOSED REVISED TARIFF PAGES**

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CARRIER-TO-CARRIER TARIFF

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**CHECK SHEET**

The sheets listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

SHEET	REVISION		SHEET	REVISION		SHEET	REVISION
Title	Original		26	1 <sup>st</sup> Revised		50.1	Original
1	Original		27	Original		50.2	Original
2	3 <sup>rd</sup> Revised	*	28	1 <sup>st</sup> Revised	*	51	Original
3	Original		29	1 <sup>st</sup> Revised	*	52	Original
4	Original		30	1 <sup>st</sup> Revised	*	53	Original
5	Original		31	Original		54	Original
6	2 <sup>nd</sup> Revised	*	32	Original		55	Original
7	Original		33	Original		56	Original
8	Original		34	Original		57	Original
9	Original		35	1 <sup>st</sup> Revised	*	58	Original
10	Original		36	Original		59	Original
11	Original		37	Original		60	1 <sup>st</sup> Revised
12	Original		38	Original		61	1 <sup>st</sup> Revised
13	Original		39	Original		62	1 <sup>st</sup> Revised
14	Original		40	Original		63	1 <sup>st</sup> Revised
15	Original		41	Original		64	Original
16	Original		42	Original		65	Original
17	1 <sup>st</sup> Revised	*	43	Original		66	1 <sup>st</sup> Revised *
18	1 <sup>st</sup> Revised	*	44	Original		67	1 <sup>st</sup> Revised *
19	1 <sup>st</sup> Revised	*	45	1 <sup>st</sup> Revised	*	68	Original
20	Original		46	1 <sup>st</sup> Revised	*		
21	Original		47	Original			
22	1 <sup>st</sup> Revised	*	48	Original			
23	Original		49	1 <sup>st</sup> Revised			
24	Original		49.1	Original			
25	Original		50	1 <sup>st</sup> Revised			

\* - Indicates pages included with this filing.

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Farmington Hills, MI 48333  
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OH0901

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CARRIER-TO-CARRIER TARIFF

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)**

**Central Office** - The premises of the Company or another local exchange carrier containing one or more switches where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities.

**Channel** - A communications path between two or more points.

**CIC** - An interexchange carrier identification code.

**Commission** - Refers to the Public Utilities Commission of Ohio, unless otherwise indicated.

**Company** - Used throughout this tariff to indicate ACN Communication Services, Inc. (T)

**Constructive Order** - Delivery of calls to or acceptance of calls from the Customer's End Users over Company-switched local exchange services constitutes a Constructive Order by the Customer to purchase switched access services as described herein. Similarly the selection of the Customer by an End User as the End User's PIC constitutes a Constructive Order for switched access by the Customer.

**CPE** - Customer Premises Equipment. All Terminal Equipment or other communications equipment and/or systems provided by the Customer for use with the Company's facilities and services.

**Customer** - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this tariff and is responsible for the payment of charges. The Customer may be an interexchange carrier, wireless provider or other common carrier authorized to provide service in the state. (T)  
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**Customer Premises** - The premises specified by the Customer for termination of access services. Typically an Interexchange Carrier's Point of Presence.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.7 Liability of the Company**

- 2.7.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.7.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission, rules and regulations.
- 2.7.5** 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.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.7 Liability of the Company (Continued)**

- 2.7.6** No liability shall attach to the Company by reason of any defacement or damage to the Customer's premise resulting from the existence of the Company's equipment or facilities on such premise, or by the installation or removal thereof, when such defacement or damage is not the result of the gross negligence or intentional misconduct of the Company or its employees.
- 2.7.7** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- 2.7.8** The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- 2.7.9** Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- 2.5.10** Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.8 Liability of the Customer**

- 2.8.1** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.8.2** To the extent caused by the acts or omissions of the Customer as described in 2.8.1, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided to such third party. (T)
- 2.8.3** A Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.8.4** The Customer shall be fully liable for any damages, including, without limitation, usage charges, that the Customer may incur as a result of the unauthorized use of services provided to a Customer. Unauthorized use occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff. The unauthorized use of the Company's services includes, but is not limited to, the placement of calls from the Customer's premise, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.9 Obligations of the Customer (Continued)**

**2.9.2** With regard to access services provided by the Company, specific Customer responsibilities include, but are not limited to the following:

**A. 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.

**B. 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.

**C. Jurisdictional Reports**

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.

(1) Originating Access: Originating access minutes consist of traffic originating from the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of the average of actual prior 3 month usage will be applied by the Company. (T)

(2) Terminating Access: Terminating access minutes consist of traffic terminating to the Company Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on an annual basis. If no PIU for terminating minutes is submitted as specified herein, a default PIU of the average of actual prior 3 month usage will be applied by the Company. (T)

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.10 Billing and Payment For Service (Continued)**

**2.10.5 Late Payment Fees**

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

**2.10.6 Returned Check Charge**

A service charge equal to \$25.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.11 Taxes, Surcharges and Fees**

- 2.11.1** All state and local taxes (i.e., sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a sales tax, occupation tax, license tax, permit fee, rights-of-way fee, franchise fee, or other regulatory fee or tax, such and fees and taxes shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government. It shall be the responsibility of the Customer to pay any such taxes and fees that subsequently become applicable retroactively. (T)
- 2.11.2** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. (T)

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.12 Deposits and Advanced Payments**

**2.12.1 General**

The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer that has established satisfactory credit and has no history of late payments to the Company.

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**2.12.2 Deposits**

- A. The maximum amount of any deposit shall not exceed the equivalent of the customers estimated liability for two months service.
- B. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission or as otherwise permitted by applicable law.
- C. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- D. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.12 Deposits and Advanced Payments (Continued)**

**2.12.3 Advance Payments**

The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make an advance payment prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. The advance payment will not exceed an amount equal to one (1) month's estimated billing. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.15 Restoration of Service**

- 2.15.1** If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes service continued, service may be restored at the Company's sole discretion, when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Customers whose service was disconnect for non-payment may be required to pay a deposit and/or advance payment prior to service restoration.
- 2.15.2** A restoration fee of \$25.00, or the actual costs incurred by the Company, whichever is greater, applies to Customers whose service is restored following disconnection by the Company. (T)
- 2.15.3** Restoration of disrupted services shall be in accordance with applicable Commission and/or Federal Communications Commission Rules and Regulations specified in Part 64, Subpart D, which specify the priority system for such activities.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.22 Mixed Interstate and Intrastate Switched Access Services**

**2.22.1** When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.2 preceding will serve as the basis for prorating the charges. The percentage of an access service to be charged as interstate is applied in the following manner:

- (a) For nonrecurring chargeable rate elements, multiply the PIU times the quantity of chargeable elements times the interstate tariff rate per element.
- (b) For usage sensitive chargeable rate elements, multiply the PIU times actual use times the interstate rate. (T)

**2.22.2** A similar calculation is then performed to determine the intrastate portion of the bill.

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CARRIER-TO-CARRIER TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)**

**2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities**

**2.23.1** When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.9.2.

- (a) If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations.
- (b) If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
- (c) If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.

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P.U.C.O. Tariff No. 3  
1<sup>st</sup> Revised Sheet 66  
Cancels Original Sheet 66

## SECTION 5 - MISCELLANEOUS SERVICES AND CHARGES

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CARRIER-TO-CARRIER TARIFF

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**SECTION 6 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION**

**6.1 Special Contract Arrangements**

At the option of the Company, services may be offered on a contract basis to meet specialized pricing requirements of the Customer not contemplated by this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein and waiver of recurring, nonrecurring, or usage charges. The terms of the contract may be based partially or completely on the term and volume commitment, type of access arrangement, mixture of services, or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specified in each individual contract. All contracts will be filed with the Public Utilities Commission of Ohio for approval.

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**6.2 Special Service Arrangements**

**6.2.1** If a Customer's requirements cannot be met by services included in this tariff, or pricing for a service is shown in this tariff as "ICB", the Company will provide, where practical, special service arrangements at charges to be determined on an Individual Case Basis. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.

**6.2.2** Special service arrangement rates are subject to revision depending on changing costs or operating conditions.

**6.2.3** If and when a special service arrangement becomes a generically tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

**6.3 Non-Routine Installation Charges**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays or night hours, additional charges may apply.

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Issued: February 18, 2009

Effective: March 20, 2009

Issued by:

Daniel Crowley, Vice President-Finance  
32991 Hamilton Court  
Farmington Hills, MI 48333  
Case No.: 09-124-TP-ATA

OHa0901

**EXHIBIT C**

**DESCRIPTION OF CHANGES**

Various text edits per the request of staff

EXHIBIT D

CUSTOMER NOTICES

And

AFFIDAVITS

No Customer Notice

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Summary: Application Text revisions to Access Tariff electronically filed by Ms. Rebecca A Gillette on behalf of ACN Communication Services, Inc.