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April 17, 2009  
**Via E-Filing**

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

RE: **FiberNet of Ohio, LLC.**  
**Replacement Tariff Pages**  
**Application to Introduce P.U.C.O. Tariff No. 3 (Access)**  
**Case No. 09-0260-TP-ATA**

Dear Ms. Jenkins:

Attached for filing on behalf of FiberNet of Ohio, LLC are replacement tariff pages for the Company's Carrier-to-Carrier Tariff, P.U.C.O. Tariff No. 3. This filing, made pursuant to discussions with Ms. Michelle Green of Staff, makes all changes requested as detailed below.

The following replacement pages are included with this filing:

Original Sheet 1	Updates Check Sheet
Original Sheet 3	Updates Table of Contents
Original Sheet 6	Deletes Dedicated Access Definition
Original Sheet 9	Deletes Private Line Definition
Original Sheet 10	Deletes Special Access Definition
Original Sheet 26	Adds 2.10.4.G
Original Sheet 30	Deletes Reserved Section: 2.13.2 – Cancellation of Contract Services
Original Sheet 31	Changes Section Number
Original Sheet 45	Deletes Section 2.23 – Determination of Jurisdiction of Mixed Interstate & Intrastate Dedicated Facilities
Original Sheet 49	Adds Section 3.3.2.D – Direct Transport
Original Sheet 52	Deletes Section 3.3.5 – Switched Access Optional Features
Original Sheet 57	Corrects Section Reference
Original Sheet 61	Deletes Section 3.8.5 – Installation of Optional Features, Changes Section Number
Original Sheets 69 - 71	Deletes Section 4 – Dedicated Access and Changes Subsequent Tariff Page and Section Numbers

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Page 2

Any questions regarding this filing may be directed to my attention at (407) 740-3005 or via email to [mbyrnes@tminc.com](mailto:mbyrnes@tminc.com). Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Monique Byrnes". The signature is written in black ink and is positioned above the printed name and title.

Monique Byrnes, Consultant to  
FiberNet of Ohio, LLC

*MB/sp*  
Attachments  
cc: S. Hamula - Fibernet  
file: FiberNet – OH Access  
tms: OHa0901a

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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.

<b>SHEET</b>	<b>REVISION</b>		<b>SHEET</b>	<b>REVISION</b>		<b>SHEET</b>	<b>REVISION</b>	
Title	Original	*	26	Original	*	52	Original	*
1	Original	*	27	Original	*	53	Original	*
2	Original	*	28	Original	*	54	Original	*
3	Original	*	29	Original	*	55	Original	*
4	Original	*	30	Original	*	56	Original	*
5	Original	*	31	Original	*	57	Original	*
6	Original	*	32	Original	*	58	Original	*
7	Original	*	33	Original	*	59	Original	*
8	Original	*	34	Original	*	60	Original	*
9	Original	*	35	Original	*	61	Original	*
10	Original	*	36	Original	*	62	Original	*
11	Original	*	37	Original	*	63	Original	*
12	Original	*	38	Original	*	64	Original	*
13	Original	*	39	Original	*	65	Original	*
14	Original	*	40	Original	*	66	Original	*
15	Original	*	41	Original	*	67	Original	*
16	Original	*	42	Original	*	68	Original	*
17	Original	*	43	Original	*	69	Original	*
18	Original	*	44	Original	*	70	Original	*
19	Original	*	45	Original	*	71	Original	*
20	Original	*	46	Original	*			
21	Original	*	47	Original	*			
22	Original	*	48	Original	*			
23	Original	*	49	Original	*			
24	Original	*	50	Original	*			
25	Original	*	51	Original	*			

\* - Indicates pages included with this filing.

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CARRIER-TO-CARRIER TARIFF

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

**DS0** - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps.

**DS1** - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

**DS3** - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

**Dual Tone Multifrequency (DTMF)** - Tone signaling, also known as touch tone signaling.

**End Office** - The Central Office from which the End User's Premises would normally obtain local exchange service and dial tone from the Company or other local exchange carrier.

**End Office Switch** - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the End User is connected via station loops or trunks to an End Office Switch.

**End User** - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this tariff. In most contexts, the End User is the customer of an Interexchange Carrier who in turn utilizes the Company's Switched or Dedicated Access services described in this tariff to provide the End User with access to the IC's communication and switching systems.

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CARRIER-TO-CARRIER TARIFF

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

**Off-Hook** - The active condition of Switched Access service or a telephone exchange line.

**On-Hook** - The idle condition of Switched Access service or a telephone exchange line.

**Originating Direction** - The use of Switched Access Service for the origination of calls from an End User's Premises to a Customer's Point of Presence.

**PIC Authorization** - A Customer's or End User's selection of a PIC that meets the requirements of federal and state law.

**PIC** - Primary Interexchange Carrier.

**Point of Presence or POP** - The physical location associated with an Interexchange Carrier's communication and switching systems.

**Point of Termination** - The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

**Premises** - A building, portion of a building in a multi-tenant building, or buildings on continuous property not separated by a highway. May also denote a Customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

**Presubscription** - An arrangement whereby a Customer selects and designate to the Company or other LEC a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

**Primary Interexchange Carrier** - The IXC designated by the Customer as its first routing choice and primary overflow carrier for routing of 1+ direct dialed and operator assisted non-local calls.

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

**Query** - The inquiry to a Company data base to obtain information, processing instructions or service data.

**Recurring Charge** - The charges to the Customer for services, facilities or equipment, which continue for the agreed upon duration of the service. Recurring charges do not vary based on Customer usage of the services, facilities or equipment provided.

**Remote Switching Modules or Remote Switching Systems (RSM/RSS)** - Small remotely controlled electronic End Office Switching equipment which obtains its call processing capability from a Host Office. An RSM/RSS cannot accommodate direct trunks to a Customer.

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

**Service Order** - A written request for network services executed by the Customer and the Company. The signing of a Service Order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order services offered under this tariff.

**Serving Wire Center Switch** - A Company switching system where Customer or End User station loops are terminated for purposes of interconnection to other station loops, trunks or access facilities. In most contexts, the Customer is connected via station loops or trunks to a Serving Wire Center Switch.

**Station** - Refers to telephone equipment or an exchange access line from or to which calls are placed.

**Switched Access** - Where originating or terminating access between an end user and an interexchange carrier is provided via Feature Group facilities, circuits or channels provided by a local exchange carrier. A method of reaching the Customer's communication and switching systems whereby the End User is connected to the Customer's Point of Presence or designate using services of the local switched network.

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

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

**2.10.4 Disputed Charges**

- A. Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within sixty (60) days of the invoice date of the bill for the disputed services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
- D. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- E. If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.5.
- F. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- G. If any billed amount is in dispute, the Customer has the right to appeal to the PUCO. Service will not be discontinued while the dispute is under PUCO review.

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

**2.13 Cancellation by Customer**

**2.13.1 General**

- A.** Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
- 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 terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service.

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

**2.13 Cancellation by Customer (Continued)**

**2.13.2 Cancellation of Application for Service**

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied on a case-by-case basis.

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

**[Reserved for Future Use]**

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.3 Rate Categories (Continued)**

**3.3.2 Tandem Connect Access, (continued)**

**B. Common Multiplexing**

Common Multiplexing is provided on a usage sensitive basis in conjunction with Tandem-Switched Transport. Switched access facilities are connected to the tandem as DS1 circuits. Multiplexing is required to convert common switched facilities from an operating speed of 44.736 Mbps to an operating speed of 1.544 Mbps.

**C. Common Trunk Port**

The Common Trunk Port used by multiple customers provides for the termination of common transport trunks in common end office trunk ports in conjunction with tandem routed traffic. The Common Trunk Port rate is assessed on a usage sensitive basis on tandem routed switched access. This rate will also be assessed on all minutes of use originating or terminating at a RSS/RSM.

**D. Direct Transport**

Direct Transport services provide Switched Transport that does not require switching at an access tandem. Direct Transport requires a trunk port and may require multiplexing. DS1 Direct Transport rate elements are provided over digital transmission facilities at the terminating bit rate of 1.544 Mbps.

Direct Transport Channel Mileage Termination - provides for the termination of the interoffice facility at each end of the Direct Transport Service.

Direct Transport Channel Mileage - provides for the interoffice transmission facilities between the Customer designated offices specified. The channel mileage charges apply per mile of interoffice transport.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.3 Rate Categories (Continued)**

**3.3.4 Toll-Free 8XX Data Base Access Service, (Continued)**

**C. Toll Free Inter-Exchange Delivery Service**

The Toll Free Inter-Exchange Delivery Service is an access service in which the Company transports Toll Free traffic originating by a third party who is not an end user or other user of the Company's local exchange or exchange access service through its wire center to an Interexchange Customer. It provides for the use of the Tandem Switching, Tandem Termination, and Tandem Transport facilities of the Company. In a Toll Free Inter-Exchange Delivery Service call, the Company will not charge Carrier Common Line, Local End Office Switching, or End Office Port charges. The rates for Toll Free Inter-Exchange Delivery Service set forth in Section 3.9.4 are usage sensitive. Records exchange, rating, and billing for Toll Free Inter-Exchange Delivery Service is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB).

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.7 Obligations of the Customer**

**3.7.1** The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are in addition to obligations specified in Section 2.9 of this tariff and are as follows:

**A. Report Requirements**

Customers are responsible for providing the following reports to the Company, when applicable:

1. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.9.2.C preceding. Charges will be apportioned in accordance with those reports.

2. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, the customer must report the number of trunks and/or the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

**B. On and Off-Hook Supervision**

The Customer's facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

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**SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)**

**3.8 Rate Regulations (Continued)**

**3.8.5 Service Rearrangements**

- A. Service rearrangements are changes to existing services which do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customer's premises or the Customer's End User's premises. Changes that result in the establishment of new minimum period obligations are treated as disconnects and starts.
- B. The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.
- C. Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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**SECTION 4 - MISCELLANEOUS SERVICES AND CHARGES**

**4.1 IntraLATA PIC Change Charge**

IntraLATA Presubscription change charge, per business or residence line, trunk, or port:

- Manual PIC Change \$5.50
- Electronic PIC Change \$1.25

The Company will waive one-half of the intraLATA PIC change charge, whether electronic or manual, when such changes are performed simultaneously with an interLATA PIC change

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**SECTION 5 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION**

**5.1 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.

**5.2 Special Service Arrangements**

**5.2.1** 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.

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

**5.2.3** 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.

**5.3 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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**SECTION 5 - SPECIAL CONTRACTS, ARRANGEMENTS, AND CONSTRUCTION, (CONT'D)**

**5.4 Special Construction Charges**

**5.4.1 General**

- A. Special construction charges may apply for services provided to the Customer by the Company. Special construction includes but is not limited to that construction undertaken:
1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
  2. of a type other than that which the Company would normally utilize in the furnishing of its services;
  3. over a route other than that which the Company would normally utilize in the furnishing of its services;
  4. in a quantity greater than that which the Company would normally construct;
  5. on an expedited basis;
  6. on a temporary basis until permanent facilities are available;
  7. involving abnormal costs;
  8. in advance of its normal construction; or
  9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.
- B. Where the Company furnishes a facility or service requiring special construction, charges will be determined by the Company and may include: (1) non-recurring charges; (2) recurring charges; (3) usage charges; (4) termination liabilities; or (5) a combinations thereof.
- C. Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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Summary: Tariff replacement pages for Carrier-to-Carrier tariff, P.U.C.O. Tariff No. 3  
electronically filed by Ms. Suzanne Pagana on behalf of FiberNet of Ohio, LLC