



August 7, 2009

Filed Electroncially

Renee J. Jenkins  
Director of Administration  
Public Utilities Commission of Ohio (PUCO)  
180 East Broad Street  
Columbus, OH 43215-3973

**In re: CTC Communications Corp. d/b/a One Communications**  
**CLEC – ACE Certification (Case No. 09-698-TP-ACE)**

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Dear Director Jenkins:


Pursuant to PUCO Case No. 06-900-AU-WVR, please find the Telecommunications Application Form for Routine Proceedings of CTC Communications Corp. d/b/a One Communications ("CTC-ONE"). CTC-ONE also provides herein the Telecommunications Supplemental Application Form for Carrier Certification and required exhibits.

Please note that Exhibits J, K & N are not being filed electronically. Those Exhibits contain confidential information for which a Motion for Protective Order, a Proposed Protective Order and an Affidavit in Support of Same are being filed electronically concurrent with this filing.

Per my conversation with Cheryl Williams of your staff, an original and four copies of the confidential materials (marked as such) will be filed as hard copy under seal. A copy of this letter and the Motion for Protective Order and supplemental material will be included in that package, which will be sent via UPS. Please note that the package will contain Confidential materials for CTC-ONE and Conversent Communications Resale L.L.C. (CONV-ONE), which is filing an application for CLEC and CTS Certification concurrent with this application.

If you have any questions about this filing, please contact me directly. My telephone number is 781-362-5707 and my email is [RWheeler@OneCommunications.com](mailto:RWheeler@OneCommunications.com). Thank you for your cooperation in this matter.

Very truly yours,

  
Richard Wheeler, Esq.  
One Communications

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

In the Matter of the Application of CTC Communications )  
Corp. d/b/a One Communications )  
to Provide Competitive Resold Local Exchange Services )  
Throughout the State of Ohio )

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

Case No. 09 - 698 - **TP** - ACE

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

Name of Registrant(s) CTC Communications Corp. d.  
DBA(s) of Registrant(s) One Communications  
Address of Registrant(s) 5 Wall Street Burlington, MA 01803-4771  
Company Web Address www.onecommunications.com

Regulatory Contact Person(s) Richard Wheeler, Esq. Phone 781-362-5707 Fax 781-362-1307

Regulatory Contact Person's Email Address rwheeler@onecommunications.com

Contact Person for Annual Report Jie Cui Phone 781-362-5714

Address (if different from above) 5 Wall Street Burlington, MA 01803-4771

Consumer Contact Information Nadine Justice, Director Consumer Care Phone 585-697-2120

Address (if different from above) 100 Chestnut Street, Suite 600 Rochester, NY 14604

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.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input 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

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

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (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 <u>1-7-04</u> or <u>1-7-05</u> (Non-Auto)	<input type="checkbox"/> UNC <u>1-7-04</u> or <u>1-7-05</u> (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	<input type="checkbox"/> UNC <u>1-7-05</u> (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***

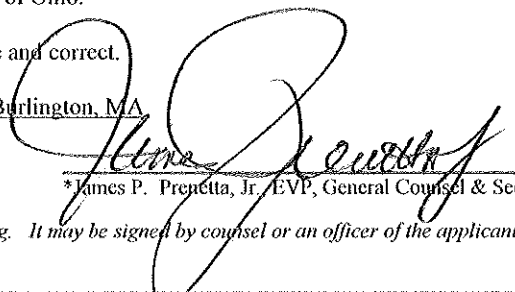
I am an officer/agent of the applicant corporation, CTC Communications Corp. dba One Communications, and am authorized to make this statement on its behalf.

(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) 8/7/09 at (Location) Burlington, MA

  
\*James P. Prenetta, Jr. EVP, General Counsel & Secretary

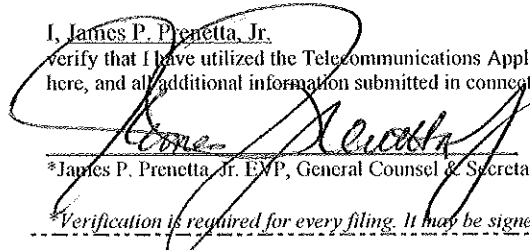
(Date) 8/7/09

- 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, James P. Prenetta, Jr.

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.

  
\*James P. Prenetta, Jr. EVP, General Counsel & Secretary

(Date)

8/7/09

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***

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM**  
**for CARRIER CERTIFICATION**

(Effective: 09/19/2007)

(Pursuant to Case Nos. 06-1344-TP-ORD and 06-1345-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the  
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of CTC Communications )  
Corp d/b/a One Communications )  
to To Provide Competitive Resold Local Exchange )  
Telecommunications Services throughout the State of )  
Ohio )

Case No. 09 - 698 - TP - ACE

Name of Registrant(s) CTC Communications Corp.  
DBA(s) of Registrant(s) One Communications  
Address of Registrant(s) 5 Wall Street, Burlington, MA 01803-4771

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

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

**List of Required Exhibits**

**Tariffs: (Include all that apply)**

☐ Interexchange Tariff<sup>1</sup>

☒ Local Tariff<sup>1</sup>

☐ Carrier-to-Carrier (Access) Tariff

**Description of Services**

NOTE: All Facilities-Based carriers must file an Access Tariff

☒ Service provisioned via Resale

☐ Service provisioned via Facilities

☐ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of  
CTS services

☒ Description of the proposed  
market area

☒ Explanation of how the proposed  
services in the proposed market  
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the  
applicant intends to serve

**Business Requirements**

**Evidence of Registration with:** ☒ Ohio Department of Taxation

☒ Ohio Secretary of State<sup>2</sup> &  
Certificate of Good Standing

**Documentation attesting to the applicant's financial viability, including the following:**

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

**Documentation attesting to the applicant's managerial ability and corporate structure, including the following:**

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

<sup>1</sup> Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

<sup>2</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, **authorized use of fictitious name (pending)**, etc.), and Certificate of Good Standing is required.

If this company has been previously certified in the State of Ohio, include that certification number Cert No. 90-9171

- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.

**Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):**

- ☒ Verification of compliance with any affiliate transaction requirements

**Documentation attesting to the applicant's proposed interactions with other Carriers**

- ☒ Explanation as to whether rates are derived through (check all applicable):

☐ interconnection agreement

☐ retail tariffs

☐ resale tariffs

- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.

- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

**Documentation attesting to the applicant's proposed interactions with Customers**

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable)
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve  
(Use spreadsheet from: [http://www.puc.state.oh.us/puco/forms/form.cfm?doc\\_id=357](http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357))
- ☒ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

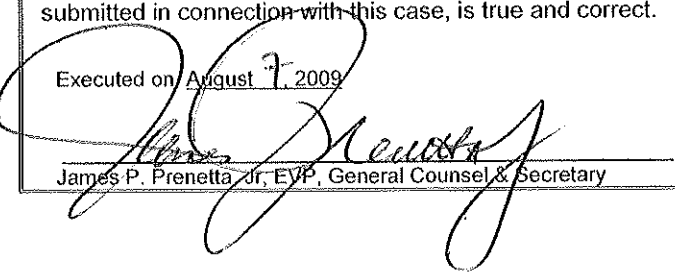
**Affidavit**

I am an authorized representative of the applicant corporation CTC Communications Corp dba One Communications  
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification 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.

Executed on August 7, 2009

at Burlington, Massachusetts

  
James P. Prenetta Jr., EYP, General Counsel & Secretary

August 7, 2009  
(Date)

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

**LIST OF EXHIBITS**

- EXHIBIT # A – Copy of Applicant’s Proposed Tariffs.**
- EXHIBIT # B – Statement about Detariffed Services**
- EXHIBIT # C – Description of Proposed Services**
- EXHIBIT # D – Statement about the provision of CTS services**
- EXHIBIT # E – Description of the Proposed Market Areas**
- EXHIBIT # F – Explanation of how the proposed services in the proposed market area are in the public interest**
- EXHIBIT # G – Description of the Class of Customers (e.g. Business, Residential) that Applicant intends to serve**
- EXHIBIT # H – Statement affirming that the Applicant is registered with the Ohio Department of Taxation (OH-DOT)**
- EXHIBIT # I – Ohio Secretary of State Certification, Certificate of Good Standing & Trade Name Registration**
- EXHIBIT # J - Summary Describing Applicant’s current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the Applicant’s that are the subject of this certification application**
- Provided are 2007 & 2008 Audited Financial Statement of One Communications Corp., parent company of Applicant FILED SEPARATELY AND UNDER SEAL WITH ACCOMPANYING MOTION FOR PROTECTIVE ORDER Exhibit # J Page is Placeholder**
- EXHIBIT # K – Documentation to support Applicant’s cash and funding sources – See Exhibit # J 2007 & 2008 Audited Financial Statement of One Communications Corp., parent company of Applicant FILED SEPARATELY AND UNDER SEAL WITH ACCOMPANYING MOTION FOR PROTECTIVE ORDER Exhibit # J Page is Placeholder**
- EXHIBIT # L – Biographies of Applicant’s senior management team, provided as documentation of its technical and managerial expertise relative to the proposed service offerings and areas**
- EXHIBIT # M – List of names and addresses of Officers and Directors**

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

- EXHIBIT # N – One Communications Organizational Chart, provided as documentation of Applicant’s Corporate Structure and Ownership; FILED SEPARATELY AND UNDER SEAL WITH ACCOMPANYING MOTION FOR PROTECTIVE ORDER Exhibit # N is Placeholder**
- EXHIBIT # O – Information regarding any similar operations in other states**
- EXHIBIT # P – Verification that Applicant will maintain local telephony records separate and apart from any other accounting records in accordance with Generally Accepted Accounting Principals (“GAAP”)**
- EXHIBIT # Q – Verification of compliance with any affiliate transaction requirements**
- EXHIBIT # R – Explanation as to which service areas Applicant currently has an approved interconnection and/or resale agreement**
- EXHIBIT # S – A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Section(s) 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection and offering of services to end-users**
- EXHIBIT # T – Explanation of whether Applicant intends to provide local services which require payment in advance of Customers receiving dial-tone**
- EXHIBIT # U – Tariff sheet(s) listing the services and associated charges that must be paid prior to the customer receiving dial-tone (if applicable)**
- EXHIBIT # V – A sample copy of the customer bill and the disconnection notice Applicant plans to utilize**
- EXHIBIT # W – A copy of the customer application form required in order to establish residential service, if applicable**
- EXHIBIT # X – For CLECs, List of Ohio ILEC exchanges that Applicant intends to serve using spreadsheet provided by Ohio Public Utilities Commission**
- EXHIBIT # Y – If mirroring the entire ILEC exchanges for both serving areas and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.**



In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

**EXHIBIT # A**

**Copy of Applicant's Proposed Tariffs**

**CTC COMMUNICATIONS CORP.**

**d/b/a One Communications**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES**

**APPLYING TO LOCAL EXCHANGE WITHIN THE STATE OF OHIO**

Case Number \_\_\_\_\_

This tariff applies to the end-user telecommunications services furnished by CTC Communications Corp. d/b/a One Communications ("Carrier") between one or more points in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 5 Wall Street, Burlington, MA 01803.

CTC Communications Corp. d/b/a One Communications agrees to abide by the regulations contained in the Minimum Telephone Service Standards as set forth in the Ohio Administrative Code.

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Issued:

Issued by: Vice President of Regulatory Compliance  
CTC Communications Corp. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

Effective:

Issued under the authority of the Public Utilities Commission of Ohio in Case No. \_\_\_\_\_

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**CHECK SHEET**

The pages of this tariff are effective as of the date shown. The original and revised Sheets named below contain all changes from the original tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	31	Original	61	Original	91	Original
2	Original	32	Original	62	Original	92	Original
3	Original	33	Original	63	Original	93	Original
4	Original	34	Original	64	Original	94	Original
5	Original	35	Original	65	Original	95	Original
6	Original	36	Original	66	Original	96	Original
7	Original	37	Original	67	Original	97	Original
8	Original	38	Original	68	Original	98	Original
9	Original	39	Original	69	Original	99	Original
10	Original	40	Original	70	Original	100	Original
11	Original	41	Original	71	Original		
12	Original	42	Original	72	Original		
13	Original	43	Original	73	Original		
14	Original	44	Original	74	Original		
15	Original	45	Original	75	Original		
16	Original	46	Original	76	Original		
17	Original	47	Original	77	Original		
18	Original	48	Original	78	Original		
19	Original	49	Original	79	Original		
20	Original	50	Original	80	Original		
21	Original	51	Original	81	Original		
22	Original	52	Original	82	Original		
23	Original	53	Original	83	Original		
24	Original	54	Original	84	Original		
25	Original	55	Original	85	Original		
26	Original	56	Original	86	Original		
27	Original	57	Original	87	Original		
28	Original	58	Original	88	Original		
29	Original	59	Original	89	Original		
30	Original	60	Original	90	Original		

\*New or Revised.

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Issued:

Issued by: Vice President of Regulatory Compliance  
CTC Communications Corp. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

Effective:

RESERVED FOR FUTURE USE

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Issued:		Effective:
	Issued by: Vice President of Regulatory Compliance CTC Communications Corp. d/b/a One Communications 5 Wall Street Burlington, MA 01803	

Issued under the authority of the Public Utilities Commission of Ohio in Case No. \_\_\_\_\_

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TABLE OF CONTENTS

	<u>Page</u>
CHECK SHEET .....	2
TABLE OF CONTENTS .....	4
EXPLANATION OF SYMBOLS .....	5
EXPLANATION OF TERMS .....	6
1. APPLICATION OF TARIFF .....	16
2. GENERAL RULES AND REGULATIONS .....	17
3. CONNECTION CHARGES .....	57
4. RESERVED FOR FUTURE USE .....	58
5. SUPPLEMENTAL SERVICES .....	59
6. RESIDENTIAL NETWORK SWITCHED SERVICES .....	66
7. RESERVED FOR FUTURE USE .....	67
8. SPECIAL SERVICES AND PROGRAMS .....	68
9. SPECIAL ARRANGEMENTS .....	82
10. DIRECTORY .....	86
11. RESERVED FOR FUTURE USE .....	95
12. RESERVED FOR FUTURE USE .....	96
13. MISC. RATES AND CHARGES .....	97

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EXPLANATION OF SYMBOLS

A revision of a Tariff page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C - Change in Regulation

D - Discontinued rate or regulation

I - Increased rate

M - Moved from another tariff location

N - New rate or regulation

R - Reduction in a rate or charge

S – Reissued matter

T - Changed in text but no change in rate or regulation

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EXPLANATION OF TERMS

ACCESS LINE

An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's location or switching center.

AGENCY

For 911 or E911 service, the government agency(ies) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING ("AR")

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes for a period (night service).

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTHORIZATION CODE - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the origin of service User so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

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EXPLANATION OF TERMS (Cont'd.)

**AUTOMATIC NUMBERING IDENTIFICATION (ANI)**

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

**AUTOMATIC LOCATION IDENTIFICATION ("ALI")**

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

**CALL INITIATION**

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

**CALL TERMINATION**

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

**CALLING CARD**

A postpaid or prepaid calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

**CARRIER OR COMPANY**

Refers to CTC Communications Corp. d/b/a One Communications.

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EXPLANATION OF TERMS (Cont'd.)

**CENTRAL OFFICE**

An operating office of the Company where connections are made between telephone exchange lines.

**CENTRAL OFFICE LINE**

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

**CHANNEL**

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**COMMISSION**

Public Utilities Commission of Ohio.

**COMMON CARRIER**

A company or entity providing telecommunications services to the public.

**CUSTOMER**

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

**CUSTOMER PREMISES EQUIPMENT ("CPE")**

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

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EXPLANATION OF TERMS (Cont'd.)

DEFAULT ROUTING ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DIAL PULSE ("DP")

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

DIRECT OUTWARD DIAL ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

DUAL TONE MULTI-FREQUENCY ("DTMF")

The pulse type employed by tone dial station sets. (Touch tone)

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

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EXPLANATION OF TERMS (Cont'd.)

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

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EXPLANATION OF TERMS (Cont'd.)

**HANDICAPPED PERSON**

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

Speech - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

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EXPLANATION OF TERMS (Cont'd.)

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside the area ("interLATA") service is provided by long distance companies.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

LOCAL ACCESS AND TRANSPORT AREA (LATA)

The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

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EXPLANATION OF TERMS (Cont'd.)

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line that extend from the serving central office to the originating and to the terminating point.

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

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EXPLANATION OF TERMS (Cont'd.)

ON-NET

Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PRIVATE BRANCH EXCHANGE SERVICE ("PBX")

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD

The time frame, during which calls to a number that has been changed, will be sent to a recording which will inform the caller of the new number.

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EXPLANATION OF TERMS (Cont'd.)

SELECTIVE ROUTING ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

SUBSCRIBER/CUSTOMER

The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

TELECOMMUNICATIONS

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

TERM

The time frame by which the Subscriber agrees to be served by the Carrier.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

USER

The person(s) utilizing Carrier's services.

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1 - APPLICATION OF TARIFF

1.1 Application of Tariff

- A. This tariff contains the regulations and rates applicable to intrastate local exchange telecommunications services provided by Carrier for telecommunications between points within the State of Ohio. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- B. The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by an interexchange telephone company or other common carrier for use in accessing the services of Carrier.
- C. The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- D. At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the Public Utilities Commission of Ohio. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, 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 for the first contract Customer as specific in each individual contract.
- E. All telephone companies are subject to the commission's rules for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code. These rights and responsibilities include compliant handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service that it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

2.1.2 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Ohio.

- 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 tariff 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 to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.2 Obligation of the Company (Cont'd.)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.3 Use of Service

- A. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- E. Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.3 Use of Service (Cont'd.)

- F. Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- G. Carrier's services may be denied for any use by Customer that is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.
- H. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- I. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- J. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- K. Carrier's services shall not be used to transmit impermissible content.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.3 Use of Service (Cont'd.)

K. PROHIBITED USES

- (1) The services the Company offers shall not be used for any unlawful purpose or for any use as to which Customer has not obtained all governmental approvals, authorization, licenses, consents and permits required to be obtained by the Customer with respect hereto.
- (2) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the Company offerings complies with relevant laws, regulations, policies, orders, and decisions.
- (3) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (4) A Customer may not use the services so as to interfere with or impair service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- (5) Customer use of any service obtained from other service providers by the Company and resold to Customer shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.
- (6) The services of the Company shall not be used to transmit impermissible content.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.4 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.1.5 Customer-Authorized Use

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.6 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.1.7 Minimum Use Contracts

The Company may offer services which require a minimum use guarantee ("MUG"). The Subscriber agrees to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement (even though this is below their actual usage amount).

Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments.

If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term. The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability

- 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, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. 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: acts of God, fire, flood, 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 civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

- C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- D. 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.
- E. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- F. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and 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, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

- G. The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- H. The Company is not liable for any defacement of or damage to Customer 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 negligence or willful misconduct of the Company's agents or employees.
- I. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.

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Issued under the authority of the Public Utilities Commission of Ohio in Case No. \_\_\_\_\_

2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

- J. The Company is not liable for any claims for loss or damages involving:
- (1) Breach in the privacy or security of communications transmitted over the Company's facilities;
  - (2) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
  - (3) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  - (4) Any act or omission in connection with the provision of 911, E911 or similar services;
  - (5) Any noncompletion of calls due to network busy conditions;
  - (6) Unauthorized use of the Customer's equipment or facilities that interconnect with Company's facilities, including usage such as, but not limited to, unauthorized calls, unauthorized use of calling cards, and toll or usage fraud; and
  - (7) Any placement of calls from the Customer's premises, with or without the Customer's equipment, which are transmitted through the Company's network.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

K. The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (1) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.8 Limitations on Liability (Cont'd.)

K. (Cont'd.)

(2) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

(3) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within one (1) year after the date of the occurrence that gave rise to the claim.

L. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

M. 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.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.9 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use.

2.1.10 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.11 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services. The Company reserves the right to block services that violate the prohibited use policy.

2.1.12 Testing, Maintenance, and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the periods during which the Company makes such tests, adjustments, or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.13 Non-routing Installation

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 not less than the cost of actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.14 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title, or interest in all the facilities and associated equipment provided by the Company hereunder.

2.1.15 Rights-of-way

Any and all costs associated with obtaining and maintaining the rights-of-way from the point of entry at the Customer's location to the Customer, including but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities, shall be borne entirely by the Customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions, and restriction of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, Customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.16 Services Provided by Other Carriers

Company shall have no responsibility with respect to billings, charges, or disputes related to services used by Customer, which are not included in the services herein, including, without limitation, any local, regional, and long distance services not offered by the Company. Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

2.1.17 Governmental Authorizations

The provision of services under this Tariff is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Public Utilities Commission of Ohio or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

2.1.18 Assignment

The Company may, without obtaining any further consent from Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.1 USE OF FACILITIES AND SERVICE (Cont'd.)

2.1.19 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all users of the Company's network services. Generally, service levels are considered acceptable only when both end users and customers are able to establish connections with little or no delay encountered within the Company's network.

The Company maintains the right to apply protective controls, i.e., those actions such as call gapping, which selectively cancels the completion of traffic, over any traffic carried over its network. These measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service to the Customer, the Customer will be granted a Credit Allowance for Service Interruptions as set forth below.

2.1.20 Blocking of Service

The Company's facilities cannot be used to originate calls to Information provider caller-paid information services. The Company reserves the right to block services that violate its use service policies or are otherwise in violation of this Tariff.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.3 BILLING AND PAYMENT FOR SERVICE RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.1 Billing Arrangements

The Subscriber will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.

Carrier will render bills monthly. Payment is due on the date specified on the Customer's bill.

2.3.2 Deposits

To safeguard its interest, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Rule 4901:1-17 of the Ohio Administration Code. A deposit may be required if the customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) months's charges for tarified services plus 30% of the monthly estimated charge for a specified customer or; two (2) month's charges for service or facility which has a minimum period of one month. A deposit may be required in addition to an advance payment.

Upon discontinuance of service, the Company, with-in forth-five (45) days, shall 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. Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administration Code. Deposits held for less than 180 days will not accrue interest.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.3 BILLING AND PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.3.3 Validation of Credit

Carrier reserves the right to validate the creditworthiness of Subscribers or Users prior to the commencement of service, and to reject, in Carrier's sole judgment, unqualified Subscribers or Users. No Subscriber or User shall have any claim against Carrier for a credit rejection.

2.3.4 Returned Check Charge

A charge will be assessed for all checks returned by drawee 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. At the option of the Company, the returned check charge may be waived because of extenuating circumstances (i.e., bank error).

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.3 BILLING AND PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.3.5 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the 14<sup>th</sup> day following the date of the postmark on the envelope containing the company's bill for service.
- B. A late payment charge of 1.5% will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed, but not paid for, but will apply to the accumulated services for which the customer is in arrears. The late payment charges are to be applied without discrimination.
- C. Late payment charges do not apply to final accounts.
- D. Late payment charges do not apply to government agencies of the State of Ohio. These agencies are required to make payment in accordance with applicable state law.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.3 BILLING AND PAYMENT FOR SERVICE RENDERED (Cont'd.)

2.3.6 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within one (1) year after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber shall take the following course of action within one (1) year of the billing date:

2.3.6.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)

2.3.6.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by Carrier, the Subscriber may file an appropriate complaint with the Public Utilities Commission of Ohio. The Commission's address is:

Public Utilities Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.4 TELEPHONE SURCHARGES/TAXES/FEEES

2.4.1 General

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any and all such fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes, however designated, (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes, but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision, or as deemed taxable by the political subdivision.

Certain telecommunications services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

2.4.2 Telecommunication Relay Services (TRS)

Customers may be assessed a charge per line per month to fund the Telecommunication Relay Services for the State of Ohio in accordance with section 4905.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.4 TELEPHONE SURCHARGES/TAXES/FEES (Cont'd)

2.4.3 Resale Cost Recovery Charge

A monthly recurring Resale Cost Recovery Charge will be assessed on all lines for which the entire underlying service is physically provided through the use of an incumbent local carrier's platform. The Resale Cost Recovery Charge is assessed to recover increased costs associated with accessing the incumbent local carrier's local telephone lines and switching equipment.

<u>Resale Cost Recovery Charge</u>	
Monthly recurring charge, per line	\$4.30

2.5 FLEXIBLE PRICING

2.5.1 General

Flexible Pricing sets maximum rates that can be charged for some telephone service. The Company may change a specific rate within the range of the established maximum rate for stated service.

2.5.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are not regulations, notification will be made in a manner appropriate to the circumstances involved.

2.6 PROMOTIONS

Carrier May from time to time offer promotional services.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.7 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS

2.7.1 Application of Rates

- A. Business rates as described in this Tariff apply to service furnished:
- (1) In office buildings, stores, factories and all other places of a business nature;
  - (2) In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  - (3) At any location when the listing or public advertising indicates a business or a profession;
  - (4) At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
  - (5) At any location where the customer resells or shares exchange service;
- B. Public Access Line service is classified as business service regardless of the location.
- C. The use of business facilities and service is restricted to the customer, customers, agents and representatives of the customer, and joint users.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.7 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd.)

2.7.2 Telephone Number Changes

When a business customer change telephone numbers, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned customers. The customer may order a Vanity Number where facilities permit for an additional charge as specified in Section 5.8 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

2.7.3 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service. At the option of the Company, the returned check charge may be waived because of extenuating circumstances (i.e., bank error).

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

2.8.1 Application of Rates

Residential rates as described in this Tariff apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

2.8.2 Telephone Number Changes

When a residential customer changes telephone numbers, the referral period for the disconnected number is 90 days.

The company reserves all rights to any telephone numbers assigned to customers from local service. Customers may order Vanity Numbers where facilities permit for an additional charge as specified in section 5.8 of this tariff.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd.)

2.8.3 Installment Billing For Nonrecurring Charges

Residential customers may elect to pay service connection and other nonrecurring charges associated with service orders in monthly installments for up to a 12-month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

- A. Installment billing may be used only by residential customers;
- B. Charges will be billed in the number of installments of equal dollar amounts as requested by the customer up to a maximum of 12 installments over the course of 12 months;
- C. A customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- D. More than one installment plan may be in effect for the same customer at the same time;
- E. If a customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- F. A customer may elect to pay the unbilled charges before the expiration of the installment plan;
- G. Installment billing payments will continue even when an account is temporarily suspended;
- H. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd.)

2.8.4 Adjusted Payment Schedule

Customers on fixed incomes (e.g., pension and public assistance) shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.8.5 Dishonored Checks

When a check received from a residential customer is dishonored, the company shall make two attempts, one outside of normal business hours, to contact the customer within 24 hours. The customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the customer has not submitted a dishonored check within the past 12 months. At the option of the Company, the returned check charge may be waived because of extenuating circumstances (i.e., bank error).

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd.)

2.8.6 Backbilling for Residential Customers

The Company shall not charge a residential customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than twelve months prior to the mailing of the bill or the upward adjustment unless the conduct of the customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the customer that suspension/termination of service is not permitted for charges billed in excess of twelve months after the service was provided. The customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.9 CANCELLATION OR INTERRUPTION OF SERVICES

2.9.1 General

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.

2.9.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.9 CANCELLATION OR INTERRUPTION OF SERVICES (Cont'd)

2.9.3 Limitations on Allowances (Cont'd.)

- F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to Carrier within one (1) year of the date that service was affected.

2.9.4 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

2.9.5 Use of Another Means of Communication

If the Customer elects to use another means of communication during the period of interruption, The Customer must pay the charges for the alternative service used.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.10 RESPONSIBILITIES OF THE SUBSCRIBER

- 2.10.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of all charges including unauthorized charges, for calls originated at the Subscriber's number(s), excluding calls billable to another party (and that party not being the Subscriber), such as collect, third party, calling card, or credit card calls.
- 2.10.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.10.3 If required for the provision of Carrier's services, the Subscriber must provide all necessary equipment space, supporting structure, conduit, rights of way, building access and electrical power without charge to Carrier.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.10 RESPONSIBILITIES OF THE SUBSCRIBER (Cont'd.)

2.10.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

2.10.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.10 RESPONSIBILITIES OF THE SUBSCRIBER (Cont'd.)

- 2.10.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.10.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.10.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.10.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.10.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier that may require indemnification from the Subscriber of which the Carrier is aware.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.11 DISCONTINUANCE OF SERVICE FOR CAUSE

2.11.1 Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;
- B. For violation of any of the provisions of this tariff;
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
- D. By reason of any order or decision of a court, public utilities commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.12 MINIMUM USE CONTRACTS

- 2.12.1 The Company may offer services which require a minimum use guarantee ("MUG") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.
- 2.12.2 Should the Subscriber choose to terminate a MUG agreement prior to its expiration date, the Subscriber will be liable for the minimum usage requirements contained in the agreement multiplied by the number of months remaining in the term, unless, with the Carrier's approval, Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirement is specified in the agreement, upon early termination of Subscriber's agreement, Subscriber will be liable for its monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.
- 2.12.3 The minimum initial billing liability period for any service under this section is one month. Subsequent periods shall be for additional one-month increments unless otherwise specified.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.13 AUTOMATIC NUMBER IDENTIFICATION

2.13.1 General

This option provides the automatic transmission of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA, to identify the calling station. The ANI feature, which is a software function, will be associated on a call-by-call basis with (1) all individual transmission paths in a trunk group routed directly between an end office and a Customer's premises or, where technically feasible, with (2) all individual transmission paths in a trunk group between an access tandem and a Customer's premises.

Additional ANI information digits will be transmitted as agreed to by the Customer and the Company.

2.13.2 Up to 7 Digit Outpulsing of Access Digits to Customer

This Option provides for the end office capability of providing up to 7 digits of the uniform access code (950-10XX) to the Customer premises. The Customer can request that only some of the digits in the access code be forwarded. The access code digits would be provided to the Customer premises location using multifrequency signaling, and transmission of the digits would precede the forwarding of ANI if that feature were provided.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.13 AUTOMATIC NUMBER IDENTIFICATION

2.13.3 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.13 AUTOMATIC NUMBER IDENTIFICATION (Cont'd.)

2.13.3 Regulations (Cont'd.)

- D. The ANI recipient, or its designated billing agent, is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use, other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.
- F. The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except in the case of ANI failure, in which case only the NPA will be transmitted (in addition to the information digit described below).
- G. Where ANI cannot be provided, information digits will be provided to the Customer.

The information digits identify: (1) telephone number is the station billing number - no special treatment required, (2) ANI failure has occurred in the end office switch which prevents identification of calling telephone number - must be obtained by operator or in some other manner. The ANI telephone number is the listed telephone number of the Customer and is not the telephone number of the calling party.

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2 - GENERAL RULES AND REGULATIONS (Cont'd.)

2.13 AUTOMATIC NUMBER IDENTIFICATION (Cont'd.)

2.13.4 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telecommunications Carrier may result in the assessment of penalties by the Commission.

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### **3 - CONNECTION CHARGES**

#### **3.1 CONNECTION CHARGE**

##### **3.1.1 General**

The Connection Charge is comprised of a Service Activation Fee that applies for the installation of service at each new service location for either a new or existing customer.

##### **3.1.2 Exceptions to the Charge**

The Company may from time to time waive or reduce the charge as part of a promotion. See Section 5.3.

#### **3.2 RESTORAL CHARGE**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.

#### **3.3 TIME AND MATERIALS CHARGE**

A charge for the labor time & materials expended to diagnose any trouble on the customer's side of the demarcation point.

#### **3.4 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE**

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

4 – RESERVED FOR FUTURE USE

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5 - SUPPLEMENTAL SERVICES

5.1 DIRECTORY ASSISTANCE SERVICE

5.1.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.1.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- D. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 8 of this Tariff, up to a maximum of 50 requests per month.
- E. A Directory Assistance Call Completion charge will apply to customers who have received a requested intraLATA telephone number from directory assistance and have exercised the option of having a call automatically dialed and completed to that requested number.

5.1.3 Rates

See Rate Schedule in Section 13 of this tariff.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.2 LOCAL OPERATOR SERVICE

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

See Rate Schedule in Section 13 of this tariff.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.3 BLOCKING SERVICE

5.3.1 General

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services.

- A. 500, 700, 900 Blocking - allows the subscriber to block all calls beginning with the 500, 700 or 900 prefixes (i.e. 900-XXX-XXXX) from being placed. This feature can be used specifically for either 500, 700 or 900 numbers or any combination thereof.
- B. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- C. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- D. Toll Restriction Plus Directory Assistance- provides subscribers with Toll Restriction, as described in 1.d. of this Section, and blocking of 411 calls.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.3 BLOCKING SERVICE (Cont'd)

5.3.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

5.3.3 Rates and Charges

See Rate Schedule in Section 13 of this tariff.

Connection charges apply as specified in Section 3 of this tariff.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.4 VANITY NUMBER SERVICE

5.4.1 General

- A. Vanity Number Service allows a customer to order a specified telephone number rather than the next available number.
- B. Vanity Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- C. The Company will not be responsible for the manner in which Vanity Numbers are used for marketing purposes by the customer.
- D. When a new customer assumes an existing service which includes Vanity Number Service, the new customer may keep the Vanity Number, at the tariffed rate, with the written consent of the Company and the former customer.
- E. The Company reserves and retains the right:
  - (1) To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
  - (2) Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;
  - (3) To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
  - (4) The limitation of liability provisions of this tariff in Section 2 are applicable to Vanity Number Service.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.4 VANITY NUMBER SERVICE (Cont'd)

5.4.2 Conditions

- A. Charges for Vanity Number Service apply when a customer:
- (1) Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
  - (2) Requests a number change from the customer's present number to a Vanity Number.
- B. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Vanity Number Service.

See Rate Schedule in Section 13 of this tariff.

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5 - SUPPLEMENTAL SERVICES (Cont'd)

5.5 CUSTOMER REQUESTED SERVICE SUSPENSIONS

- A. At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.
- B. The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one-year limit)	½ Regular Monthly Rate

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6 – TERMINATION LIABILITY

6.1 EARLY TERMINATION PENALTY/EARLY TERMINATION FEE

If Customer disconnects a Service prior to the end of the applicable Service Term (or if the Company disconnects the Service as a result of a default by Customer), Customer is obligated to pay the Company an early termination fee calculated in accordance with the applicable Company tariff or as specified in the special terms and conditions and/or service addendum for the specific Service, as applicable. The early termination liability is an amount equal to the applicable monthly fixed charges for such service multiplied by the number of months remaining in the Service Term or renewal term, as the case may be, plus any expenses incurred by the Company to discontinue any third party services or circuits used in providing the Service. The applicable early termination liability also includes any non-recurring charge waived by the Company to establish such Service(s).

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8 - SPECIAL SERVICES AND PROGRAMS

8.1 LIFELINE TELEPHONE SERVICE

8.1.1 Lifeline Discounted Service

This low price individual message rate service provides a full waiver of the \$3.50 federal subscriber line charge. There is no monthly allowance for local calls. Primary area and home region calls are untimed. Extended area calls (where available) are timed.

8.1.2 Eligibility

These services are restricted to low income residential customers for a single exchange access line at the principle residence. To qualify for Lifeline service a customer must be certified as income eligible for benefits from any one of the Home Energy Assistance Programs (HEAP) or at least one of the following Entitlement Programs administered by the State of Ohio Department of Social Services:

- Aid to Families with Dependent Children (AFDC)
- Food Stamps
- Home Energy Assistance Program (HEAP)
- Home Relief
- Medicaid
- Supplemental Security Income (SSI)

In addition, applicants are eligible for Lifeline service when approved to receive either a Veteran's Disability Pension or a Veteran's Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these Pensions.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with state agencies.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.1 LIFELINE TELEPHONE SERVICE (Cont'd.)

8.1.2 Eligibility (Cont'd.)

Applicants must provide proof to the Company that they are certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or their authorized representative, as designated by the State of Ohio Department of Social Services and identified as so authorized on the customer's card for any of the above benefits. Lifeline rates will not be offered until proof of eligibility is provided to the Company.

Life Line services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date.

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline Customer's eligibility. If a Customer is identified as being ineligible, the Customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

8.1.3 Charges

For connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in Section 8.2 following.

Service connection charges do not apply to change existing service from:

- A. Flat Rate Service to Basic Lifeline service;
- B. Basic Lifeline service to Flat Rate Service.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.2 LINK UP AMERICA

The Link Up America program is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- A. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 8.1.2 of this tariff;
- B. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- C. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

In no cases will the charges for connection of service for eligible Customers exceed that of the dominant local exchange provider in the same area.

8.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

- A. The Company will provide, upon request, specialized telecommunications equipment for customers certified as hearing or speech impaired.
- B. A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of Ohio.
- C. The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- A. The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER  
(Cont'd.)

- E. The Company will also advise customers who request this equipment of the applicable terms for purchase.

8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

8.4.1 General

Handicapped persons who have been certified to the Company as having a hearing or speech impairment which requires that they communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

8.4.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of Ohio, or
- B. Pre-existing certifications establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER  
(Cont'd.)

8.4.3 Qualification

Those customers qualifying for the discount are persons whose impairment is such that competent authority would certify them as being unable to use a telephone for voice communication. See Explanation of Terms, "Handicapped Person," for a listing of the necessary qualifications.

8.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of network facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.2 Regulations

- A. This service is furnished to municipalities and other governmental agencies only for the purpose of voice reporting of emergencies by the public. For this service, the municipality or government agency(s) designated by the customer as responsible for the control and staffing of the emergency report center is referred to as the "Agency".
- B. When 911 service replaces an existing emergency number, intercept service shall be the responsibility of the Agency. However, if the Agency is unable to provide this service, the operator will intercept and forward requests for emergency aid for a period of at least one year
- C. 911 service is furnished for incoming calls only.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.5.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

8.6.1 General

Enhanced Universal Emergency Telephone Number Service (E911 Service) is a Call Delivery Network whereby any telephone user who dials the number 911 will reach a designated Public Safety Answering Point (PSAP). E911 Service is offered in the Company's serving area subject to the availability of stored program control central office facilities, Enhanced 911 software, and ANI equipment. The telephone user who dials the 911 number will not be charged for the call.

8.6.2 Regulations

- A. In addition to the following, the regulations in 8.5.2 apply.
- B. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the company undertake such responsibility. The Agency shall make such operational tests as in their judgment are required to determine whether the system is functioning properly for its use. The Agency shall promptly notify the Company in the event the system is not functioning properly.
- C. E911 information, consisting of the names, addresses, and telephone numbers of all telephone customers, is confidential. The Company will release such information to the Agency periodically for the update of their systems.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd.)

8.6.2 Regulations (Cont'd.)

- D. The E911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number ("ANI") and address ("ALI") associated with the originating station location are furnished to the PSAP, on a call by call basis, after an E911 call has been received.
- E. Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all 911 calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.6 ENHANCED UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (Cont'd.)

8.6.3 Conditions of Furnishing Service

This service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, including default routing, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever, including for default routing.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.7 OHIO RELAY SERVICE

8.7.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

8.7.2 Regulations

- A. Only intrastate calls can be completed using the Ohio Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of Ohio. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.7 OHIO RELAY SERVICE (Cont'd.)

8.7.2 Regulations (Cont'd.)

D. The following calls may not be placed through the Relay Service:

- (1) calls to informational recordings and group bridging service;
- (2) calls to time or weather recorded messages;
- (3) station sent paid calls from coin telephones; and
- (4) operator-handled conference service and other teleconference calls.

8.7.3 Liability

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

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS

8.8.1 General

Persons who are blind or whose disability causes difficulty with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the State of Ohio at a special rate or to place calls from a telephone outside of the Company's territory, but within the State of Ohio at rates applicable to the territory from which the call is made.

8.8.2 Rates

Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

Outside the Company's Territory, but within the State of Ohio:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

8.8.3 Qualification

The following criteria will be used to determine eligibility for the Special Credit Card:

- A. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter or visual field subtends an angular distance no greater than 20 degrees.
- B. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitations.

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8 - SPECIAL SERVICES AND PROGRAMS (Cont'd.)

8.8 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS (Cont'd.)

8.8.3 Qualification (Cont'd.)

- C. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or non-coin telephone. Acceptable certifications are those made by a licensed physician ophthalmologist or optometrist.

8.8.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

- A. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
- B. Another party may agree to accept responsibility for payment of charges incurred through use of at the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

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9 - SPECIAL ARRANGEMENTS

9.1 SPECIAL CONSTRUCTION

9.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a, b, and c.

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1) equipment and materials provided or used;
  - 2) engineering, labor, and supervision;
  - 3) transportation; and
  - 4) rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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9 - SPECIAL ARRANGEMENTS (Cont'd.)

9.1 SPECIAL CONSTRUCTION (Cont'd.)

9.1.2 Basis for Cost Computation (Cont'd.)

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

9.1.3 Termination Liability

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

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.

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9 - SPECIAL ARRANGEMENTS (Cont'd.)

9.1 SPECIAL CONSTRUCTION (Cont'd.)

9.1.3 Termination Liability (Cont'd.)

- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a. equipment and materials provided or used;
    - b. engineering, labor, and supervision;
    - c. transportation; and
    - d. rights of way and/or any required easements;
  - 2) license preparation, processing, and related fees;
  - 3) tariff preparation, processing and related fees;
  - 4) cost of removal and restoration, where appropriate; and
  - 5) any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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9 - SPECIAL ARRANGEMENTS (Cont'd.)

9.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

9.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- 1) LATA and type of switch
- 2) The V&H distance from the central office to the customer's premises
- 3) Service description
- 4) Rates and charges
- 5) Quantity of circuits
- 6) Length of the agreement.

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10 - DIRECTORY

10.1 ALPHABETICAL DIRECTORY

10.1.1 Main Listings

- A. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Carrier, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider.
- B. The term "listing" refers to the information in lightface type in the alphabetical directory and the Directory Assistance Records of the Company.
- C. Listings provided without charge are as follows:
  - 1) One listing for each individual line. Where individual lines are grouped for incoming service, only one listing will be provided for each such group.
  - 2) One listing for each PBX or interconnecting system.
- D. The name listed in the directory has no bearing on who is responsible for payment of the account associated with the number being listed.

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10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.2 Composition of Listings

- A. Listings are limited to information essential to the identification of the listed party.
- B. Addresses
  - 1) Each listing normally includes the number and street name location where the telephone service is furnished. The name of a building may be shown in case of buildings commonly known by name.
  - 2) Upon Customer request, the address may be omitted, a post office box number may be shown, or a partial address (omitting number) may be shown. In directories where locality names are normally part of the address, a partial address consisting of the name of a locality may be shown.
- C. The Customer may request a main listing different from the billing name and address of the service. All such requests will be honored to the extent possible under the terms of the contract described in 10.1.1.a above.

10.1.3 Types of Listings

In addition to the main listing as described above, the following options are available for an additional charge.

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10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.3 Types of Listings (Cont'd)

A. Non-Listed

Telephone numbers of non-listed service are not listed in the Company's directories or on the directory assistance records. Non-listed service is available with all classes of main telephone exchange service provided the customer has other exchange service which is listed in the directory or is on directory assistance records in the same name and at the same address. There are no restrictions against furnishing name, address or number information for non-listed services.

B. Additional Listing

A listing in addition to the main listing.

C. Cross Reference Listing

A Customer may have a related listing in the same alphabetic group listing when required for identification of the listed party and not designated for advertising purposes.

D. Extra Line Listing

This feature provides information after a main or additional listing. It refers callers to an alternative telephone number that is listed immediately below the main number.

E. Foreign Listing

This feature provides a listing for a customer in a directory other than the directory that serves their local service area.

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10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.4 Non-Published Service

A. General

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public. However, where a government agency subscribes to Universal Emergency Telephone Number Service (911) or Enhanced Universal Emergency Telephone Service (E911), the telephone number, name, and address of a Customer with non-published service will be displayed when the Customer dials 911 and is connected to a Public Safety Answering Point (PSAP) for dispatch of emergency service. In addition, the Company will provide a Customer's non-published number when a law enforcement agency requests it in writing.

B. Regulations

- 1) Except as otherwise provided in this paragraph, incoming calls to non-published service will be completed only when the calling party places the call by number. In claims of emergencies involving life and death, the operator will call the non-published number and request permission to make an immediate connection to the calling party. If the connection is refused, the calling party will be advised.
- 2) The acceptance by the Company of the Customer's request to refrain from publishing his or her telephone number in the Directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.

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10 - DIRECTORY (Cont'd)

10.1 ALPHABETICAL DIRECTORY (Cont'd)

10.1.4 Non-Published Service (Cont'd)

B. Regulations (Cont'd)

- 3) In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the telephone number of non-published service in the directory or disclosing said number to any person shall attach to the Company, and where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-published service.
- 4) The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly, by the publication of the number of a non-published service or the disclosing of said number to any person.

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10 - DIRECTORY (Cont'd)

10.2 DIRECTORY INFORMATION REQUESTS

Requests for directory information are provided by dialing Directory Assistance. (See Section 5.5.) Information will not be issued by the Company outside of normal directory assistance procedures unless the request is made by an emergency agency. Directory information will only be provided to emergency agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information, and must certify that the information will be used only for the purpose of providing its services to the community.

10.3 LIABILITY OF THE COMPANY FOR ERRORS

10.4.1 General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

10.4.2 Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

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10 - DIRECTORY (Cont'd)

10.3 LIABILITY OF THE COMPANY FOR ERRORS (Cont'd)

10.3.2 Allowance for Errors (Cont'd)

A. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

B. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

C. Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths ( $2/30$ ) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

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10 - DIRECTORY (Cont'd)

10.3 LIABILITY OF THE COMPANY FOR ERRORS (Cont'd)

10.3.2 Allowance for Errors (Cont'd)

A. Free Listings

See Section 2.11.3.

B. Charge Listings

See Section 2.11.3.

C. Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basis monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

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10 - DIRECTORY (Cont'd)

10.4 ALTERNATE TELEPHONE NUMBER LISTING RATES

	<u>Monthly</u>	<u>First</u>	<u>Additional</u>
Non-Published			
Business	\$2.50	\$15.00	\$15.00
Residence	\$2.00	\$15.00	\$15.00
Non-Listed			
Business	\$2.50	\$15.00	\$15.00
Residence	\$2.00	\$15.00	\$15.00
Additional Listing			
Business	\$3.00	\$15.00	\$15.00
Residence	\$2.00	\$15.00	\$15.00
Cross Reference Listing			
Business	\$2.50	\$15.00	\$15.00
Residence	\$2.00	\$15.00	\$15.00
Extra Line Listing			
Business	\$2.50	\$15.00	\$15.00
Residence	\$2.00	\$15.00	\$15.00
Foreign Listing			
Business	\$2.50	\$15.00	\$15.00
Residence	\$2.00	\$15.00	\$15.00
Toll Free Directory Listing			
Business	\$15.00	\$15.00	\$15.00
Residence	\$15.00	\$15.00	\$15.00

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11 – RESERVED FOR FUTURE USE

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12 – RESERVED FOR FUTURE USE

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CTC Communications Corp. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

Issued under the authority of the Public Utilities Commission of Ohio in Case No. \_\_\_\_\_

---

13 – MISC. RATES & CHARGES

13.1 CONNECTION CHARGES

13.1.1 Service Activation Fee:

<u>Business</u>	<u>Residence</u>
\$70.00	\$70.00

13.2 RESTORAL CHARGE

	<u>Business</u>	<u>Residence</u>
First	\$79.00	\$79.00
Additional	\$79.00	\$79.00

13.3 TIME AND MATERIALS CHARGE

First 60 Minutes	\$129.00
Additional 30 Minute Increments	\$41.00

13.4 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

Charge:	\$5.00
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13 – MISC. RATES & CHARGES (Cont'd.)

13.5 SUPPLEMENTAL SERVICES (Cont'd)

13.5.3 Busy Line Verification and Interrupt Service

Busy Line Verification Charge, each request	\$2.50
Busy Line Interruption Charge, each request	\$2.75

13.5.4 Directory Assistance Service

Local Directory Assistance	\$1.50
National Directory Assistance	\$1.99
Directory Assistance Call Completion	\$0.35
Directory Assistance, 3 <sup>rd</sup> Party Billed	\$2.25

13.5.5 Local Operator Service\*

	Per Call
Customer Dialed	\$1.00
Person to Person Collect	\$2.50
Third Party Billed	\$2.25
Station to Station	\$1.00

\* These charges are applied in addition to the local usage charges.

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Issued:	Issued by: Vice President of Regulatory Compliance CTC Communications Corp. d/b/a One Communications 5 Wall Street Burlington, MA 01803	Effective:
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Issued under the authority of the Public Utilities Commission of Ohio in Case No. \_\_\_\_\_

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13 - MISC. RATES & CHARGES (Cont'd)

13.5 SUPPLEMENTAL SERVICES (Cont'd)

13.5.6 Blocking Service

500, 700, 900 Blocking	Nonrecurring Charges*
- Residential	\$15.00
- Business	\$15.00

A nonrecurring charge only applies when adding blocking to an access line after initial conversion.

13.5.7 Blocking Service (Cont'd)

Third Number Billed and Collect Call Restriction	Monthly Recurring	Nonrecurring
- Residential	\$0.00	\$15.00
- Business	\$0.00	\$15.00
 Toll Restriction		
- Residential	\$0.00	\$15.00
- Business	\$0.00	\$15.00
 Toll Restriction Plus Directory Assistance		
- Residential	\$0.00	\$15.00
- Business	\$0.00	\$15.00

The above charges apply only when adding blocking services in existing access lines the customer has with the Company after the customer's initial conversion to the Company's local exchange service.

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Issued:

Issued by: Vice President of Regulatory Compliance  
CTC Communications Corp. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

Effective:

13 – MISC. RATES & CHARGES (Cont'd)

13.5 SUPPLEMENTAL SERVICES (Cont'd)

13.5.8 Vanity Number

	<u>Nonrecurring</u>
Residential Customer	\$15.00

13.6 RETURNED CHECK CHARGE

Charge Per Returned Check: \$20.00

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Issued:

Issued by: Vice President of Regulatory Compliance  
CTC Communications Corp. d/b/a One Communications  
5 Wall Street  
Burlington, MA 01803

Effective:

Issued under the authority of the Public Utilities Commission of Ohio in Case No. \_\_\_\_\_

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # B**

### **Statement about Applicant's Detariffed Services**

Applicant will offer the same or similar detariffed services as Choice One Communications of Ohio Inc. (CHOICE-ONE). Applicant and CHOICE-ONE are subsidiaries of the same parent company, One Communications Corp. ("OCC") Applicant incorporates by reference the CHOICE-ONE product guide posted on the One Communications website, [www.onecommunications.com](http://www.onecommunications.com), and requests that it be allowed to serve as the list of detariffed services Applicant may offer.<sup>1</sup>

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<sup>1</sup> As per conversations with Commission staff, the CHOICE-ONE guide is referenced herein to illustrate what detariffed services Applicant may offer, but it should not be considered definitive. Applicant and its affiliates retain the right to offer/withdraw products in the future as permitted by PUCO rules, and as the market warrants.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # C**

### **Description of Proposed Services**

Applicant seeks authority to provide local exchange service to the public obtained from and utilizing facilities provided by facilities based carriers. Applicant presently has authority to provide interexchange services, and does not seek a change in the status of that authority. Applicant proposes to offer the following local services:

- 1) Local Exchange service that will enable customers to originate and terminate local calls in the local calling area served by other LECs, including local dial-tone and custom calling features;
- 2) Switched local exchange service such as flat-rate and measured-rate local services, vertical services, carrier access, and any other switched local services that currently exist or will exist in the future.
- 3) Non-switched local services (e.g. private line) that currently exist or will exist in the future;
- 4) Centrex and/or Centrex-like services that currently exist or will exist in the future; and
- 5) Digital subscriber line, ISD or other high capacity line services.

Applicant seeks authority to provide local exchange services initially throughout the state in the areas served by AT&T.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # D**

### **Statement about the provision of CTS services**

Applicant has been granted authority as an IXC provider, and offers CTS services on a resale basis.



In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # E**

### **Description of the Proposed Market Areas**

The applicant proposes to provide local services in all areas in the State of Ohio serviced by AT&T.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # F**

### **Explanation of How the Proposed Services In the Proposed Market Area is in the Public Interest**

Granting this application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio. Applicant will provide high quality, cost-effective telecommunications service with an emphasis on customer service.

More competition in the marketplace drives prices down closer to costs. It also promotes efficiency in the delivery of service and development of new products. Both lead to more just and reasonable rates. These tangible benefits inure to the public interest by incentivizing carriers to reduce costs and offer new and innovative products and services.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # G**

### **Description of the Class of Customers (e.g. Business, Residential) that Applicant intends to serve**

Applicant intends to serve business customers. Applicant does not intend to market to residential customers, but is aware of PUC-OH rules in that Applicant will not refuse a residential customer that wishes to purchase their service.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # H**

### **Statement affirming that the Applicant is registered with the Ohio Department of Taxation (OH-DOT)**

Applicant has notified the OH-DOT of its intent to operate as a provider of  
Competitive Local Telecommunications Services in the State of Ohio by obtaining an  
OH-DOT sellers use registration number, which is 99-031840.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

**EXHIBIT # I**

**Ohio Secretary of State (OH-SOS) Certification,  
Certificate of Good Standing & Trade Name Registration**

Attached are copies of the OH-SOS Certification, Certificate of Good Standing and Trade Name registration which are provided herein following.

**United States of America  
State of Ohio  
Office of the Secretary of State**

*I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show CTC COMMUNICATIONS CORP., a Massachusetts corporation, having qualified to do business within the State of Ohio on October 19, 1990 under License No. 783127 is currently in GOOD STANDING upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 26th day of June, A.D. 2009*

A handwritten signature in cursive script, appearing to read "Jennifer Brunner", written in dark ink.

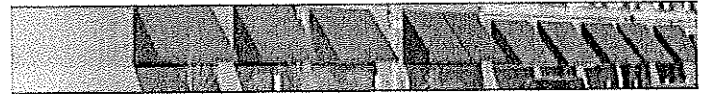
**Ohio Secretary of State**

**Validation Number: V2009177J834AD**

**JENNIFER BRUNNER**  
OHIO SECRETARY OF STATE

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[Media Center](#)

**BUSINESS FILINGS**  
PROMOTING BUSINESS GROWTH



**Business Information**

Total Row Count in Report - 1

R

Business Name	Charter / Registration Number	Type	Original Filing Date	Status	Expiration Date	Location / County / State	Agent / Contact Info	Business Filing Info
CTC COMMUNICATIONS CORP	783127	Foreign Corporation	Oct 19 1990	Active		Massachusetts	<a href="#">Click for Details</a>	<a href="#">Click for Details</a>

Top of Form

Bottom of Form

**\*200620200954\***

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
7/21/2006	200620200954	TRADE NAME/ORIGINAL FILING (RNO)	50.00	100.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

NSI  
ATTN: TENA LUMPKINS  
145 BAKER STREET  
MARION, OH 43302

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, J. Kenneth Blackwell**

**1636355**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**ONE COMMUNICATIONS**

and, that said business records show the filing and recording of:

Document(s):

**TRADE NAME/ORIGINAL FILING**

Date of First Use: 06/30/2006

Expiration Date: 07/21/2011

Document No(s):

**200620200954**

CTC COMMUNICATIONS CORP.  
220 BEAR HILL ROAD  
WALTHAM, MA 02451



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 21st day of July, A.D. 2006.

*J. Kenneth Blackwell*  
Ohio Secretary of State

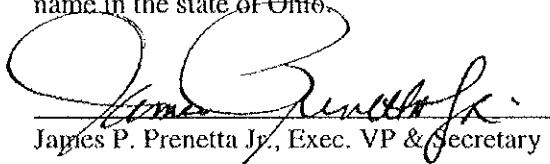


Ohio Secretary of State  
P.O. Box 788  
Columbus, OH 43216

Re: One Communications

Dear Sir or Madam:

The undersigned, James P. Prenetta Jr., Executive Vice President, General Counsel and Secretary of Choice One Communications of Ohio, Inc. and CTC Communications Corp., hereby consents to the use of the name One Communications for use as a trade name in the state of Ohio.



James P. Prenetta Jr., Exec. VP & Secretary

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # J**

### **Summary Describing Applicant's current financial condition, liquidity, and capital resources.**

Describe internally generated sources of cash and external funds available to support the Applicant's that are the subject of this certification application.

Provided are 2007 & 2008 Audited Financial Statement of One Communications Corp., parent company of Applicant FILED SEPARATELY AND UNDER SEAL WITH ACCOMPANYING MOTION FOR PROTECTIVE ORDER

Exhibit # J Page is a Placeholder.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # K**

### **Documentation to support Applicant's cash and funding sources**

See Exhibit # J 2007 & 2008 Audited Financial Statement of One  
Communications Corp., parent company of Applicant FILED SEPARATELY AND  
UNDER SEAL WITH ACCOMPANYING MOTION FOR PROTECTIVE ORDER

Exhibit # K Page is a Placeholder.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # L**

### **Biographies of Applicant's senior management team, provided as documentation of its technical and managerial expertise relative to the proposed service offerings and areas**

Attached are the Biographies of Applicant's Senior Management Team,  
which are provided herein following.

**One Communications Corp.**  
**Executive Management Team**  
**February 11, 2009**

**Howard E. Janzen**  
**Chief Executive Officer**

Mr. Janzen has served as Chief Executive Officer of One Communications since March 2007. Prior to joining One Communications, Mr. Janzen was President of Sprint Business Solutions, where he was responsible for Sprint's \$12 billion worldwide business customer base, ranging from small business to large domestic and international accounts. His responsibilities included integration of Sprint's wireless, wireline, local voice and data services. Previously, he served as President of the Sprint Global Markets Group, in which role he was responsible for its long distance business. Prior to joining Sprint, Mr. Janzen was Chairman, President and Chief Executive Officer of Williams Communications), where he led the company in completing its \$7 billion next generation fiber optic network. Mr. Janzen also served in a number of leadership roles in Williams' energy and natural gas pipeline businesses. Mr. Janzen earned a Bachelor of Science and a Master of Science degree in metallurgical engineering from The Colorado School of Mines, is a licensed Professional Engineer, and has completed the Harvard Business School Program for Management Development. Mr. Janzen was named a Colorado School of Mines Distinguished Achievement Medalist and has been inducted into the University of Tulsa, College of Engineering and Natural Sciences, Hall of Fame. Mr. Janzen is involved in a number of non profit organizations and is a Commissioner and Chairman for the Global Information Infrastructure Commission. He serves on the board of directors for Macrosolve, Exanet, GTT, Sonus Networks and Vocera. He also serves as Chairman of the Board of Sonus.

**John Hanson**  
**Chief Financial Officer**

Mr. Hanson has served as Chief Financial Officer of One Communications since March 2008. Prior to joining the Company, Mr. Hanson worked for Motorola from 2003-2008. While at Motorola, he held various positions in Motorola's business finance support group, most recently as Vice President and Global Services Controller. Prior to joining Motorola, Mr. Hanson served as Chief Financial Officer for Worldport Communications, Inc., a global telecommunications and internet infrastructure solutions provider. Prior to joining Worldport, Mr. Hanson served as Chief Financial Officer for Millennium Rail. He also worked for approximately 10 years at Ameritech Corporation, serving in various capacities in the finance group. Mr. Hanson is a Certified Public Accountant and he holds a Masters in Management Degree from Northwestern University and a Bachelor of Science Degree from DePaul University.

**Steve Signoff**  
**Executive Vice President, Sales**

Mr. Signoff has served as Executive Vice President of Sales and Marketing for the Company since May 2008. Prior to that, Mr. Signoff served as Executive Vice President, Marketing for the Company from December 2007 through May 2008. Prior to joining One Communications, Mr. Signoff served as CEO of IDPS, a start-up company offering a mobile and fixed line privacy protection service. Prior to that, Mr. Signoff served as Vice President of Market Development & Strategy for Sprint-Nextel's division serving the company's small, medium, large, multinational and wholesale business customers. Mr. Signoff has also held other positions at Sprint including Vice President of Strategic Market Development for the Sprint Global Markets Group; Vice President of the international business unit of Sprint, Vice President of Sprint's European operations; and Vice President of Marketing and Channel Development for Sprint's international organization for consumer, business and wholesale markets. Prior to joining Sprint, Mr. Signoff held several finance, strategy and sales positions with Owens Corning Fiberglass. Mr. Signoff holds a Bachelor of Arts degree having graduated cum laude in business with a major in finance and a minor in economics.

**Gregory Floerke**  
**Executive Vice President, Operations and Engineering**

Mr. Floerke joined One Communications in May 2007. Prior to joining the Company, Mr. Floerke served as President of Gunther-Nash, a subsidiary of the Alberici Corporation. Prior to that, he served as Chief Operating Officer at Mastec, Inc., a utility and telecom construction and integration company. He also spent several years in various engineering, operations and commercial roles at the Williams Companies and Williams Communications Group), where he led the engineering and construction of Williams' nation-wide fiber optic network. Mr. Floerke holds a BS in Petroleum Engineering from the Colorado School of Mines and currently serves on the school's Engineering and Technology Management Program Industry Advisory Board.

**Brian Fink**  
**Executive Vice President, IT and Chief Information Officer**

Mr. Fink joined One Communications in May 2007. Prior to joining the Company, Mr. Fink served as Chief Executive Officer of IntegraTouch, LLC, a privately held technology company specializing in billing and IT solutions. Prior to founding IntegraTouch, Mr. Fink was Senior Vice President of Systems and Product Development for Frontier Corporation and Global Crossing with responsibilities for defining and implementing the company's systems and product strategy to support the carrier, business services, local and conferencing business units. Further, he pioneered Global Crossing's IP convergence and VoIP strategy and led the successful deployment of network, systems, and services to support this strategy. Mr. Fink holds an M.S. in Electrical Engineering from The Ohio State University, an MBA from Capital University, and a BS in Computer Engineering from Iowa State University.

**David Young**  
**Executive Vice President, Customer Experience**

Mr. Young joined One Communications in April 2007 as Senior Vice President, Kaizen, responsible for the development and management of best practices and efficiencies through cross functional programs and quality initiatives. Effective June 12, 2007, Mr. Young assumed the role of Executive Vice President of Customer Experience for the Company in which capacity he helps design and implement a best-in-class customer experience. Prior to joining the Company, Mr. Young served as Senior Vice President, Corporate Services for MarkWest Hydrocarbon, a Denver-based public energy company. In that role, Mr. Young had responsibility for IT, process management, environmental health and safety, technical services and HR. Prior to that, he served as Senior Vice President and General Manager of MarkWest Hydrocarbon's Northeast Business Unit. Before joining MarkWest in February 2004, Mr. Young was with Williams Communications Group where his last position was Vice President and General Manager of Vyvx, the video services business unit for that company. While at Williams Communications, his other leadership positions included Vice President, IP Services, and Vice President, Network Engineering. Prior to that, Mr. Young was with the Williams Companies where his management experience included serving as Senior Vice President and General Manager for Texas Gas Pipeline and Williams Central Pipeline Company, Senior Vice President and Chief Operating Officer of Williams Learning Network, and Director of Total Quality for Williams Natural Gas Company. Mr. Young has a BS in Petroleum Engineering from the Colorado School of Mines.

**Russ Oliver**  
**Executive Vice President, Strategy**

Mr. Oliver assumed responsibility for strategy at One Communications in June 2007. Previously, he served as Chief Technology Officer for the Company. Prior to June 30, 2006, Mr. Oliver served as Chief Technology Officer of CTC Communications and Vice President of Business Development for Columbia Ventures Corporation, positions which he held from January 2005. Prior to that, Mr. Oliver held various executive positions at CTC Communications including roles in network engineering, operations, IS/IT, marketing and product development. Prior to joining CTC Communications in 1999, Mr. Oliver was Vice President of Network Systems Integration, North America for Williams Communications), and served as Vice President of Operations for Comlink Inc., a

Northeast U.S. Telecommunications Integrator. Mr. Oliver serves on the Board of Directors of BICSI, a telecommunications association. He has a BS degree in Communications from Worcester State College.

**James P. Prenetta, Jr.**  
**Executive Vice President and Chief Legal and Compliance Officer**

Mr. Prenetta has served as Executive Vice President and Chief Legal Officer of One Communications since June 30, 2006. Prior to June 30, 2006, Mr. Prenetta served as Senior Vice President, General Counsel and Corporate Secretary at CTC Communications. Prior to joining CTC Communications in December 2003, Mr. Prenetta was Senior Vice President and General Counsel of Viatel Holding (Bermuda) Limited and its predecessor Viatel, Inc., an international provider of integrated telecommunications services. Prior to joining Viatel, Mr. Prenetta was a partner in the securities practice group at Kelley Drye & Warren LLP, New York, New York. Mr. Prenetta began his legal career as an associate at Mudge Rose Guthrie Alexander & Ferdon, New York, New York. Mr. Prenetta has a BA from the University of Connecticut and a JD from The Catholic University of America, Columbus School of Law. Mr. Prenetta is a member of the Board of COMPTTEL.

**Linda S. Chapman**  
**Executive Vice President, Human Resources**

Ms. Chapman has served as the head of Human Resources of the Company since July 1998. Prior to joining the Company in 1998, she was served as the Director of Human Resources at ACC Corp's U.S. subsidiary, ACC Telecom, from June 1997 to July 1998. Prior to that, Ms. Chapman held various HR management positions with MCI from 1994 through 1997 and worked in the lodging division of Marriott International from 1986 to 1994. Ms. Chapman has a Master of Science in Human Resources from American University.

**David Armentrout**  
**President and Chief Operating Officer, Fibernet WV**

Mr. Armentrout was appointed President and Chief Operating Officer of FiberNet, the Company's West Virginia operating company, in January 2007. Previously, Mr. Armentrout served as Senior Vice President of Operations and Procurement at FiberNet and was instrumental in planning, negotiating and acquiring various network components and facilities throughout the FiberNet network. Mr. Armentrout has held various strategic roles within the FiberNet organization and is credited with accomplishing many of that company's major mile stones. Mr. Armentrout, a native of West Virginia, is one of the founders of FiberNet.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

**EXHIBIT # M**

**List of names and addresses of Officers and Directors**

See Attached.



The officers and directors of the Applicant are:

**Officers**

Howard Janzen	President & CEO
James P. Prenetta, Jr.	Executive VP, General Counsel & Secretary
John Hanson	Chief Financial Officer (CFO) & Treasurer

**Directors**

Kenneth D. Peterson, Jr.	Director
Howard Janzen	Director
Thomas J. Casey	Director
Richard A. Roman	Director
Matthew Glass	Director
Bjarni K. Thorvardarson	Director
Richard P. Nespola	Director
Jeffrey A. Thuringer	Director

The address for all Officers & Directors where they may be contacted is:

One Communications  
5 Wall Street, Burlington, MA 01803-4771  
Phone 781-362-5700.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

**EXHIBIT # N**

**One Communications Organizational Chart,  
provided as documentation of  
Applicant's Corporate Structure and Ownership**

FILED SEPARATELY AND UNDER SEAL WITH ACCOMPANYING  
MOTION FOR PROTECTIVE ORDER

Exhibit # N Page is a Placeholder.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # O**

### **Information regarding any similar operations in other states**

A list of states and the telecommunication services offered by Applicant in each state is provided in the accompanying spreadsheet.

State	Services Offered
Alabama	Long Distance
Arizona	Long Distance
Arkansas	Long Distance
California	Long Distance/Wireless
Colorado	Long Distance
Connecticut	Local & Long Distance
Delaware	Local & Long Distance
FCC (Federal)	214 Authority
Florida	Long Distance
Georgia	Long Distance
Idaho	Long Distance
Illinois	Long Distance; Local Pending
Indiana	Local & Long Distance
Iowa	Long Distance
Kansas	Long Distance
Kentucky	Long Distance/Wireless
Louisiana	Long Distance
Maine	Local & Long Distance
Maryland	Local & Long Distance
Massachusetts	Local & Long Distance
Michigan	Long Distance/Wireless; Local Pending
Minnesota	Long Distance
Mississippi	Long Distance
Missouri	Long Distance
Montana	Long Distance/Wireless
Nevada	Long Distance/Wireless
New Hampshire	Local & Long Distance
New Jersey	Local & Long Distance
New Mexico	Long Distance
New York	Local & Long Distance
North Carolina	Long Distance
North Dakota	Long Distance/Wireless
Ohio	Long Distance
Oklahoma	Long Distance
Oregon	Long Distance
Pennsylvania	Local & Long Distance
Rhode Island	Local & Long Distance
South Carolina	Long Distance
South Dakota	Long Distance
Tennessee	Long Distance
Texas	Long Distance
Utah	Long Distance
Vermont	Local/Long Distance/Wireless
Virginia	Local & Long Distance
Washington DC	Local & Long Distance
Washington State	Long Distance
West Virginia	Long Distance
Wisconsin	Local & Long Distance

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

**EXHIBIT # P**

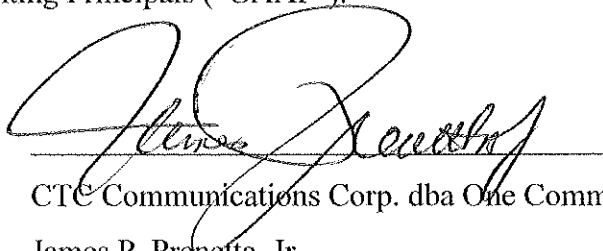
**Verification that Applicant will maintain  
Local telephony records separate and apart  
From any other accounting records in accordance with  
Generally Accepted Accounting Principals (“GAAP”)**

See Attached Verification

CTC Communications Corp. dba One Communications

Verification of Maintenance of Local Telephony Records

I, James P. Prenetta, Jr., Executive Vice-President, General Counsel & Secretary of CTC Communications Corp. dba One Communications ("CTC-ONE") verify that CTC-ONE will comply with PUCO rules requiring maintenance of local telephony records separate and apart from any other accounting records in accordance with Generally Accepted Accounting Principals ("GAAP").

A handwritten signature in black ink, appearing to read "James P. Prenetta, Jr.", is written over a horizontal line.

CTC Communications Corp. dba One Communications

James P. Prenetta, Jr.

EVP, General Counsel & Secretary

5 Wall Street

Burlington, MA 01803-4771

Telephone: Telephone: 781-362-1599

Email: [JPrenetta@OneCommunications.com](mailto:JPrenetta@OneCommunications.com)

Dated: 8/7/09

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # Q**


### **Verification of compliance with any affiliate transaction requirements**

See Attached Verification

CTC Communications Corp. dba One Communications

Verification of Affiliate Transaction Requirements

I, James P. Prenetta, Jr., Executive Vice-President, General Counsel & Secretary of CTC Communications Corp. dba One Communications ("CTC-ONE") verify that CTC-ONE will comply with all affiliate transaction requirements set forth in O.A.C. 1901:1-6-10(D)(3) adopted in PUCO Case No-06-1345-TP-ORD.



CTC Communications Corp. dba One Communications

James P. Prenetta, Jr.

EVP, General Counsel & Secretary

5 Wall Street

Burlington, MA 01803-4771

Telephone: 781-362-1599

Email: [JPrenetta@OneCommunications.com](mailto:JPrenetta@OneCommunications.com)

Dated: \_\_\_\_\_

8/7/09



In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # R**

### **Explanation as to which service areas Applicant currently has an Approved Interconnection and/or Resale agreement**

At present, Applicant does not have an approved Interconnection Agreement and/or Resale Agreement with another carrier. Applicant intends to resell the services of a Certified facilities based provider in the areas served by AT&T, and estimates that it will commence offering service within one (1) year of Certification by the PUCO. Applicant will not commence service until it has filed an agreement with the PUCO and received approval for said agreement.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # S**

### **A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Section(s) 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for Construction, Interconnection and Offering of services to end-users**

Pursuant to Rule 4901:1-6-10 of the Ohio Administrative Code, which states in relevant part that an Applicant to become a CLEC “**which intends to provide service to customers by solely reselling the retail services of an underlying facilities-based CLEC is exempt from this requirement**”. Applicant intends to provide service by reselling the services of an underlying facilities-based carrier, and is therefore exempt from the requirement to provide a notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to §§ 251 & 252 of the Telecommunications Act of 1996.

As stated previously in Exhibit # R, Applicant estimates that it will commence offering service within one (1) year of Certification by the PUCO.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # T**

### **Explanation of whether Applicant intends to provide local services which require payment in advance of Customers receiving dial-tone**

Applicant does not intend to provide local services which require payment in advance of receiving dial-tone.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # U**

**Tariff sheet(s) listing the services and associated charges that  
must be paid prior to the customer receiving dial-tone (if applicable)**

Not Applicable.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

**EXHIBIT # V**

**A sample copy of the customer bill and the disconnection  
notice Applicant plans to utilize**

See Attached.



COMMUNICATIONS®

2150 Holmgren Way  
Green Bay, WI 54304

Return Service Requested

**Account Summary**

Invoice Date 07/12/2009  
 Invoice Period 07/12/2009-08/11/2009  
 Account Number 000000 [REDACTED]

Client Service 1(888)832-5801  
 E-mail service@onecommunications.com

**Past Due**

Previous Bill [REDACTED]  
 Payments as of 07/12/2009 [REDACTED]  
 Bill Adjustments 0.00  
**Amount Past Due 0.00**

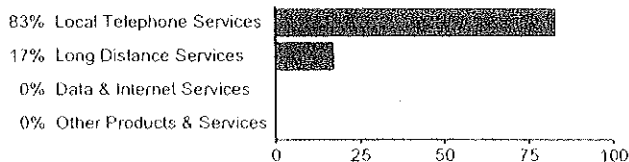
**Summary of Current Charges**

Local Telephone Services [REDACTED]  
 Long Distance Services [REDACTED]  
 Other Products & Services [REDACTED]  
 Discounts 0.00  
 Adjustments 0.00  
 Taxes [REDACTED]  
 Surcharges [REDACTED]  
 Late Payment Fees 0.00  
**Current Charges Subtotal [REDACTED]**  
**Total Amount Due [REDACTED]**

**Earn up to a \$1,000 Service Credit**

Take advantage of One Communications' customer referral program and you could earn up to \$1000\* service credit. Simply submit your referrals online at [www.onecommunications.com](http://www.onecommunications.com) and you'll receive a 20% credit for every qualified referral that turns into new One Communications customer.

View complete program details, rules and regulations at [www.onecommunications.com](http://www.onecommunications.com).

**Breakdown of Services (%)**

COMMUNICATIONS®

2150 Holmgren Way  
Green Bay, WI 54304

New Billing Address? Please call Customer Care or e-mail us your changes at [service@onecommunications.com](mailto:service@onecommunications.com)

**Remittance Section**

Account Number 00000000 [REDACTED]  
 Invoice Date 07/12/2009  
 Invoice Period 07/12/2009-08/11/2009  
**Total Amount Due by 08/01/2009 [REDACTED]**

Payment Amount Enclosed \$ [REDACTED]

**To pay by Check or Money Order (U.S. Dollars only)**

Write your Account Number on your check

Make payable to **One Communications**

ONE COMMUNICATIONS  
 PO BOX 711879  
 CINCINNATI OH 45271-1879



00000000339618520090801000000000337143004

One Communications provides one easy to understand billing statement for all of your services that may include local, long distance, DSL, T1, Voice over IP, and Web hosting & design. Your monthly statement is not just a bill; it's a management tool for your business.

### More Information About Your One Communications Bill

#### Prorating

The first invoice you will receive from One Communications will include a prorated amount for monthly charges. This prorate is for the period of time between the date you began service with us and your 1st bill. Additionally, monthly charges for your next month's services appear on this first invoice as these charges are applied one month in advance, consistent with industry standards. Prorates only appear on your 1st bill or when another service or feature is added during the billing cycle.

#### Rounding

One Communications rounds the cost of a call up to the nearest whole cent, where applicable. If the cost of a call is \$.XX1 through \$.XX9, we round up to the nearest penny. Therefore, your per minute rate may vary *slightly* on a per call basis from your stated rate simply due to the mathematics of rounding.

#### Taxes, Fees and Surcharges

Taxes: Some taxes are applied based on laws of the municipality, county and state in which your business operates. Other taxes are based on federal laws and regulations. The appropriate tax rate(s) are calculated and applied to your monthly bill.

Fees and Surcharges: Fees and surcharges are imposed or permitted by a government agency under a rule or regulation. In most cases, they are designed to support a specific program (ex. 911, deaf relay service, etc.). They are also used to support government oversight of the telecommunications industry and efforts to ensure competition.

Calculation: Taxes, which vary by state, are calculated as a percentage of your monthly invoice. All One Communications services, with the exception of DSL Internet Access, are subject to a state tax.

#### Return Checks

A return check fee, per applicable state, shall be added to your unpaid balance due to any returned check.

#### Late Payment Fees

A late payment fee of **1.5% (per month)**, or the highest rate allowed by law, on any unpaid balance shall be applied to your next bill.

#### Billing Rights Summary

Billing disputes must be made **IN WRITING** within **30 days** of the invoice date or the invoice is correct and binding. Disputed amounts can be withheld from your payment; however, the remainder of the bill is due. Once your dispute is resolved, immediate payment is required. You may have additional credit and collections rights under applicable state and federal law, and under One Communications' tariffs.

#### For Connecticut Clients Only

If you are dissatisfied with the handling of a complaint you have with One Communications, you may seek further assistance from:

#### The Department of Public Utility Control

##### Consumer Assistance

Ten Franklin Square, New Britain, CT 06051

1-800-382-4586 in-state 1-800-827-2622 out-of-state

#### For Ohio Clients Only

If your complaint is not resolved after you have called One Communications, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 am to 5:00 pm weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov).

#### For Massachusetts Clients Only

If you consider your bill inaccurate or if you have any other complaint pertaining to the handling of your One Communications service, you may contact:

##### Consumer Division

##### Department of Public Utilities

One South Station, Boston, MA 02110-617-727-3531 or

1-800-392-6066

#### Payments

Payment in full is required, in US dollars, by your due date to insure credit prior to your next billing date. Unpaid balances may subject you to secondary collection and/or disconnection.

Please mail your payment stub with your payment, payable to One Communications, in the enclosed envelope or to:

##### One Communications

P.O. Box 1927

Albany, NY 12201-1927

**Thinking of Moving?** You can expect your move request to take approximately 4-6 weeks. Please contact One Communications as soon as possible to allow us ample time to meet your targeted move date. If there is a lack of facilities in your area the timeframe may be extended. One Communications will bring your new service to the demarc, this is the gray or green box where the lines enter your location. You will need to contact an inside wiring vendor or electrician to connect the lines from your demarc to your jacks in order to ensure dial tone and active services. It will be necessary to provide a working telephone number of a neighbor that resides on the same side of the street as your new location to enable One Communications to determine whether you will be able to keep the same telephone numbers. If you are moving to a newly constructed site, your contractor must have contacted the Local Exchange Carrier in your area to establish a demarc and an address recognized by the post office. For additional information visit us at <http://www.onecommunications.com> or call Client Services to place your move order.

For questions about your bill, or for assistance with any other aspect of your service, please contact our Customer Care at 1-800-962-2488 Monday through Friday 7:00am-7:00pm EST; Saturday and Sunday 8:00am-6:00pm EST. Repair calls are accepted 24 hours a day, 7 days a week.



313 Boston Post Road  
Marlborough, MA 01752

Date of Notice

Account #

Billing Number

COMMUNICATIONS®

Return Service Requested

Total Due

Amount Enclosed

\$

5918000001 <8>

Please make checks payable to One Communications, LLC and note your account number on your check.

ONE COMMUNICATIONS  
DEPARTMENT 284  
PO BOX 80000  
HARTFORD, CT 06180-0284



02301765980300001723368

Please detach and return above portion with your payment

## NOTICE OF DISCONTINUANCE OF SERVICE

If you have already sent in your payment, please disregard this notice.

Delinquent Amount Due :

Our records indicate that your payment is PAST DUE. Non-payment of the amount shown above will result in suspension or disconnection of your service.

Your service will be suspended on or after 8/10/2009 if payment in full is not received on or before that date.

You may avoid interruption in service. Please contact One Communications Credit and Collections Department at 1-866-409-2503, Monday through Friday, 8 am to 5 pm, in the event you:

- have already remitted payment of the past due amount
- desire to set up a payment arrangement for the past due amount
- disagree with or wish to advise the company of a dispute involving the past due amount
- have any questions regarding your bill

Please mail a cashiers check or money order for the amount due to One Communications Credit and Collections Department located at Department 284, PO Box 80000, Hartford, CT 06181-0284. To ensure proper application of your payment, please identify your account number on your remittance. For your convenience, the company also accepts credit card and check by phone payments. Should you wish to pay your bill by credit card or check by phone, please contact One Communications Credit and Collections department at 1-866-409-2503.

**YOU HAVE THE RIGHT TO DISPUTE YOUR BILL.** In the event you remain dissatisfied with the outcome of any dispute regarding your bill after speaking with a credit and collections representative, you may submit the disputed matter to the applicable state regulatory agency identified on the reverse side of this notice.

Should your service(s) be suspended for non-payment, you will be required to pay all past due amounts owed on the account, as well as applicable service restoration charges. A security deposit may also be required.



In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

**EXHIBIT # W**

**A copy of the customer application form required  
in order to establish residential service, if applicable**

Not Applicable.

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

**EXHIBIT # X**

**For CLECs, List of Ohio ILEC exchanges that Applicant  
intends to serve using spreadsheet provided by Ohio Public  
Utilities Commission**

See Attached.

**Company Name:** CTC Communications Corp.

**dba:** One Communications

**Certificate Number:**

*Select Only AT&T Ohio*

**Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes**

ILEC	COUNTY	EXCHANGE	PMA
AT&T Ohio	ADAMS	Winchester	X
AT&T Ohio	ATHENS	Nelsonville	X
AT&T Ohio	BELMONT	Barnesville	X
AT&T Ohio	BELMONT	Bellaire	X
AT&T Ohio	BELMONT	Bethesda	X
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	X
AT&T Ohio	BELMONT	Somerton	X
AT&T Ohio	BELMONT	St. Clairsville	X
AT&T Ohio	BROWN	Aberdeen	X
AT&T Ohio	BROWN	Ripley	X
AT&T Ohio	BUTLER	Middletown	X
AT&T Ohio	BUTLER	Monroe	X
AT&T Ohio	BUTLER	Trenton	X
AT&T Ohio	CHAMPAIGN	Christiansburg	X
AT&T Ohio	CLARK	Donnelsville	X
AT&T Ohio	CLARK	Enon	X
AT&T Ohio	CLARK	Medway	X
AT&T Ohio	CLARK	New Carlisle	X
AT&T Ohio	CLARK	North Hampton	X
AT&T Ohio	CLARK	Pitchin	X
AT&T Ohio	CLARK	South Charleston	X
AT&T Ohio	CLARK	South Vienna	X
AT&T Ohio	CLARK	Springfield	X
AT&T Ohio	CLARK	Tremont City	X
AT&T Ohio	COLUMBIANA	Columbiana	X
AT&T Ohio	COLUMBIANA	East Liverpool	X
AT&T Ohio	COLUMBIANA	East Palestine	X
AT&T Ohio	COLUMBIANA	Leetonia	X
AT&T Ohio	COLUMBIANA	Lisbon	X
AT&T Ohio	COLUMBIANA	New Waterford	X
AT&T Ohio	COLUMBIANA	Rogers	X
AT&T Ohio	COLUMBIANA	Salem	X
AT&T Ohio	COLUMBIANA	Salineville	X
AT&T Ohio	COLUMBIANA	Wellsville	X
AT&T Ohio	COSHOCTON	Conesville	X
AT&T Ohio	COSHOCTON	Coshocton	X
AT&T Ohio	COSHOCTON	West Lafayette	X
AT&T Ohio	CUYAHOGA	Bedford	X
AT&T Ohio	CUYAHOGA	Berea	X
AT&T Ohio	CUYAHOGA	Brecksville	X
AT&T Ohio	CUYAHOGA	Chagrin Falls	X
AT&T Ohio	CUYAHOGA	Cleveland	X
AT&T Ohio	CUYAHOGA	Gates Mills	X
AT&T Ohio	CUYAHOGA	Hillcrest	X
AT&T Ohio	CUYAHOGA	Independence	X

AT&T Ohio	CUYAHOGA	Montrose [CUY]	X
AT&T Ohio	CUYAHOGA	North Royalton	X
AT&T Ohio	CUYAHOGA	Olmsted Falls	X
AT&T Ohio	CUYAHOGA	Strongsville	X
AT&T Ohio	CUYAHOGA	Terrace	X
AT&T Ohio	CUYAHOGA	Trinity	X
AT&T Ohio	CUYAHOGA	Victory	X
AT&T Ohio	ERIE	Bloomington	X
AT&T Ohio	ERIE	Castalia	X
AT&T Ohio	ERIE	Sandusky	X
AT&T Ohio	FAIRFIELD	Carroll	X
AT&T Ohio	FAIRFIELD	Lancaster	X
AT&T Ohio	FAIRFIELD	Rushville	X
AT&T Ohio	FAIRFIELD	Sugar Grove	X
AT&T Ohio	FAYETTE	Bloomington	X
AT&T Ohio	FAYETTE	Jeffersonville	X
AT&T Ohio	FAYETTE	Milledgeville	X
AT&T Ohio	FAYETTE	Washington Court House	X
AT&T Ohio	FRANKLIN	Alton	X
AT&T Ohio	FRANKLIN	Canal Winchester	X
AT&T Ohio	FRANKLIN	Columbus	X
AT&T Ohio	FRANKLIN	Dublin	X
AT&T Ohio	FRANKLIN	Gahanna	X
AT&T Ohio	FRANKLIN	Grove City	X
AT&T Ohio	FRANKLIN	Groveport	X
AT&T Ohio	FRANKLIN	Harrisburg	X
AT&T Ohio	FRANKLIN	Hilliard	X
AT&T Ohio	FRANKLIN	Lockbourne	X
AT&T Ohio	FRANKLIN	New Albany	X
AT&T Ohio	FRANKLIN	Reynoldsburg	X
AT&T Ohio	FRANKLIN	Westerville	X
AT&T Ohio	FRANKLIN	Worthington	X
AT&T Ohio	GALLIA	Cheshire	X
AT&T Ohio	GALLIA	Gallipolis	X
AT&T Ohio	GALLIA	Guyan	X
AT&T Ohio	GALLIA	Rio Grande	X
AT&T Ohio	GALLIA	Vinton	X
AT&T Ohio	GALLIA	Walnut	X
AT&T Ohio	GEAUGA	Burton	X
AT&T Ohio	GEAUGA	Chesterland	X
AT&T Ohio	GREENE	Beavercreek	X
AT&T Ohio	GREENE	Bellbrook	X
AT&T Ohio	GREENE	Bowersville	X
AT&T Ohio	GREENE	Cedarville	X
AT&T Ohio	GREENE	Fairborn	X
AT&T Ohio	GREENE	Jamestown	X
AT&T Ohio	GREENE	Spring Valley	X
AT&T Ohio	GREENE	Xenia	X
AT&T Ohio	GREENE	Yellow Springs-Clifton	X
AT&T Ohio	HANCOCK	Findlay	X
AT&T Ohio	HIGHLAND	Belfast	X

AT&T Ohio	HIGHLAND	Danville [HIG]	X
AT&T Ohio	HIGHLAND	Hillsboro	X
AT&T Ohio	HIGHLAND	Marshall	X
AT&T Ohio	HIGHLAND	Rainsboro	X
AT&T Ohio	HIGHLAND	Sugar Tree Ridge	X
AT&T Ohio	HOCKING	Murray City	X
AT&T Ohio	JEFFERSON	Mingo Junction	X
AT&T Ohio	JEFFERSON	Steubenville	X
AT&T Ohio	JEFFERSON	Toronto	X
AT&T Ohio	LAKE	Leroy	X
AT&T Ohio	LAKE	Mentor	X
AT&T Ohio	LAKE	Painesville	X
AT&T Ohio	LAKE	Wickliffe	X
AT&T Ohio	LAKE	Willoughby	X
AT&T Ohio	LAWRENCE	Arabia	X
AT&T Ohio	LAWRENCE	Ironton	X
AT&T Ohio	LUCAS	Holland	X
AT&T Ohio	LUCAS	Maumee	X
AT&T Ohio	LUCAS	Toledo	X
AT&T Ohio	LUCAS	Whitehouse	X
AT&T Ohio	MADISON	London	X
AT&T Ohio	MADISON	Sedalia	X
AT&T Ohio	MADISON	South Solon	X
AT&T Ohio	MADISON	West Jefferson	X
AT&T Ohio	MAHONING	Canfield	X
AT&T Ohio	MAHONING	Lowellville	X
AT&T Ohio	MAHONING	North Jackson	X
AT&T Ohio	MAHONING	North Lima	X
AT&T Ohio	MAHONING	Sebring	X
AT&T Ohio	MAHONING	Youngstown	X
AT&T Ohio	MIAMI	Fletcher-Lena	X
AT&T Ohio	MIAMI	Piqua	X
AT&T Ohio	MONROE	Beallsville	X
AT&T Ohio	MONROE	Clarington	X
AT&T Ohio	MONROE	Duffy	X
AT&T Ohio	MONROE	Graysville	X
AT&T Ohio	MONROE	Lewisville	X
AT&T Ohio	MONROE	Woodsfield	X
AT&T Ohio	MONTGOMERY	Centerville [MOT]	X
AT&T Ohio	MONTGOMERY	Dayton	X
AT&T Ohio	MONTGOMERY	Miamisburg-W. Carrollton	X
AT&T Ohio	MONTGOMERY	Vandalia	X
AT&T Ohio	MUSKINGUM	Dresden	X
AT&T Ohio	MUSKINGUM	Fultonham	X
AT&T Ohio	MUSKINGUM	Norwich	X
AT&T Ohio	MUSKINGUM	Philo	X
AT&T Ohio	MUSKINGUM	Zanesville	X
AT&T Ohio	PERRY	Corning	X
AT&T Ohio	PERRY	Glenford	X
AT&T Ohio	PERRY	New Lexington	X
AT&T Ohio	PERRY	Roseville	X

AT&T Ohio	PERRY	Shawnee	X
AT&T Ohio	PERRY	Somerset	X
AT&T Ohio	PERRY	Thornville	X
AT&T Ohio	PICKAWAY	New Holland	X
AT&T Ohio	PORTAGE	Atwater	X
AT&T Ohio	PORTAGE	Kent	X
AT&T Ohio	PORTAGE	Mantua	X
AT&T Ohio	PORTAGE	Mogadore	X
AT&T Ohio	PORTAGE	Ravenna	X
AT&T Ohio	PORTAGE	Rootstown	X
AT&T Ohio	SANDUSKY	Fremont	X
AT&T Ohio	SANDUSKY	Lindsey	X
AT&T Ohio	SENECA	Fostoria	X
AT&T Ohio	SENECA	New Riegel	X
AT&T Ohio	SENECA	Tiffin	X
AT&T Ohio	STARK	Alliance	X
AT&T Ohio	STARK	Canal Fulton	X
AT&T Ohio	STARK	Canton	X
AT&T Ohio	STARK	Hartville	X
AT&T Ohio	STARK	Louisville	X
AT&T Ohio	STARK	Magnolia-Waynesburg	X
AT&T Ohio	STARK	Marlboro	X
AT&T Ohio	STARK	Massillon	X
AT&T Ohio	STARK	Navarre	X
AT&T Ohio	STARK	North Canton	X
AT&T Ohio	STARK	Uniontown	X
AT&T Ohio	SUMMIT	Akron	X
AT&T Ohio	SUMMIT	Greensburg	X
AT&T Ohio	SUMMIT	Manchester [SUM]	X
AT&T Ohio	TRUMBULL	Girard	X
AT&T Ohio	TRUMBULL	Hubbard	X
AT&T Ohio	TRUMBULL	Kirtland	X
AT&T Ohio	TRUMBULL	Niles	X
AT&T Ohio	TRUMBULL	Sharon	X
AT&T Ohio	TUSCARAWAS	Gnadenhutzen	X
AT&T Ohio	TUSCARAWAS	Newcomerstown	X
AT&T Ohio	TUSCARAWAS	Uhrichsville	X
AT&T Ohio	WARREN	Franklin	X
AT&T Ohio	WASHINGTON	Belpre	X
AT&T Ohio	WASHINGTON	Marietta	X
AT&T Ohio	WASHINGTON	New Matamoras	X
AT&T Ohio	WASHINGTON	Newport	X
AT&T Ohio	WAYNE	Dalton	X
AT&T Ohio	WOOD	Perrysburg	X
AT&T Ohio	WYANDOT	Upper Sandusky	X
X			

In the Matter of the Application of CTC Communications Corp.  
To Provide Competitive Local Exchange Services  
Throughout the State of Ohio

## **EXHIBIT # Y**

**If mirroring the entire ILEC exchanges for both serving areas and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.**

Applicant will mirror the exchanges of AT&T, and its tariffs incorporate by reference the AT&T local calling areas.

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

**Commission of Ohio Docketing Information System on**

**8/7/2009 3:32:14 PM**

**in**

**Case No(s). 09-0698-TP-ACE**

Summary: Application Telecommunications Application Form for Routine Proceedings of CTC Communications Corp. dba One Communications to Provide Resold Local Telecommunications Exchange Service in OH, Telecommunications Supplemental Application form and required Exhibits electronically filed by Mr. Richard H Wheeler on behalf of CTC Communications Corp d/ba One Communications