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 Our file no.: 0000342779

January 5, 2010

**Via DIS**

Renee J. Jenkins, Director of Administration  
 Docketing Department  
 Public Utilities Commission of Ohio  
 180 E. Broad St.  
 Columbus, OH 43215-3793

**Re: Case Nos. 09-1919-TP-ACE; 09-9378--TP-TRF -- Application Zayo  
 Enterprise Networks, LLC to Provide Resold and Facilities-Based  
 Local Exchange and Competitive Telecommunications Services**

Dear Ms. Jenkins:

On behalf of Zayo Enterprise Networks, LLC (“ZEN”) and in response to the data requests of Robbin Russell and Theresa Fauver of the Commission dated December 30, 2009, attached for filing are (1) replacement tariff pages to ZEN’s proposed access and local exchange tariffs and tier 2 price list and (2) a revised sample disconnection notice.<sup>1</sup> All replacement tariff pages have an issued date of January 5, 2010. Below is a list of the revisions made to the replacement tariff pages:

**Access Tariff (Ohio P.U.C. No. 1) Replacement Pages**

Page 3, Table of Contents - Corrected Section 5 description.

Page 18, Section 2.3.2(G) - Corrected section reference.

Page 20, Section 2.5.2 - Corrected section reference.

Page 25, Section 2.8.7 - Removed “estimated” from paragraph 3.

Page 31, Section 3.2 - Removed “Common Line”.

Page 39 - Inserted missing continued section references.

**Local Exchange Tariff (Ohio P.U.C. No. 2) Replacement Pages**

Page 3, Section 2.1.1 - Removed last phrase of (2) regarding termination charges.

Page 5, Section 2.3 - Removed OCC language.

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<sup>1</sup> Pursuant to discussions with staff, ZEN will provide a revised sample invoice in a separate filing.

Boston  
 Hartford  
 Hong Kong  
 London  
 Los Angeles  
 New York  
 Orange County  
 San Francisco  
 Santa Monica  
 Silicon Valley  
 Tokyo  
 Walnut Creek  
 Washington

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 2020 K Street NW  
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Renee J. Jenkins, Director of Administration  
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Page 2

**Tier 2 Price List Replacement Pages**

Page 3, Section 2.1.4(B) - Removed "Acts of God".

Page 14, Section 2.5.2 - Removed subsections (A)-(D) and replaced with requested language. Renumbered subsections (E)-(G). Revised subsection (B) (formerly subsection (E)) to reflect that late penalties not applied until 19 days after the due date.

Page 15, Section 2.5.3 - Removed all subsections and replaced with requested language.

Page 16, Section 2.5.4(A)-(G) - Removed all subsections (A)-(F) and replaced with requested language. Renumbered subsection (G) and removed section references from the section.

Page 17, Section 2.5.5 - Removed all subsections and replaced with requested language.

Page 17, Section 2.5.7 - Corrected Section number to reflect Section 2.5.6.

Pages 18-20, Sections 2.6.1 & 2.6.2 - Removed sections and replaced with requested language. Added "[RESERVED FOR FUTURE USE]" on pages 19-20.

Page 21, Section 2.6.3 - Renumbered as 2.6.1.

\* \* \* \*

Please acknowledge receipt and acceptance of this filing. Should you have any questions regarding this Application, please do not hesitate to contact us.

Respectfully submitted,



Jean L. Kiddoo  
Brett P. Ferenchak

Counsel for Zayo Enterprise Networks, LLC

## **LIST OF ATTACHMENTS**

Attachment A	Replacement Pages to Access Tariff (Ohio P.U.C. No. 1)
Attachment B	Replacement Pages to Local Exchange Tariff (Ohio P.U.C. No. 2)
Attachment C	Replacement Pages to Tier 2 Price List
Attachment D	Revised Sample Disconnection Notice

**ATTACHMENT A**

Replacement Pages to Access Tariff (Ohio P.U.C. No. 1)

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Issued By: Peter E. Chevalier, General Counsel  
            901 Front Street, Suite 200  
            Louisville, Colorado 80027

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.3 USE OF FACILITIES AND SERVICE (Cont'd)****2.3.2 Limitations**

- E. 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.
- F. 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 previously in Section 2.1.3 of this tariff), or when service is used in violation of provisions of this tariff or the law.
- G. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth previously in Section 2.3.1 of this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- H. 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.
- I. 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.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.5 PAYMENT FOR SERVICE RENDERED**

- 2.5.1 Zayo Enterprise Networks will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.6 of this tariff, may result in suspension of access privileges to Zayo Enterprise Networks' collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.6.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non-payment.
- 2.5.3 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.4 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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## SECTION 2 - RULES AND REGULATIONS (CONT'D)

### 2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

#### 2.8.7 Jurisdictional Reports

For Switched Access services, the Company will use the percentage of interstate originating feature group D to determine the percent of interstate usage to apply to all other switched access services provided by the Company to the Customer.

For Switched Access services for which the Company cannot determine the jurisdictional nature of Customer traffic and its related access minutes, the Company reserves the right to require the Customer to provide a projected estimate of its traffic, split between the interstate and intrastate jurisdictions. The Customer shall upon ordering service, and annually thereafter, report the percentage of interstate use and such report will be used for billing purposes until the Customer reports a different projected interstate percentage for a working trunk group. When the Customer adds trunks to or removes trunks from an existing group, the Customer shall furnish a revised projected interstate percentage that applies to the total trunk group. The revised report will serve as the basis for future billing and will be effective on the next bill date.

No pro-rating or back-billing will be done based on the report. The Company may require call detail records to substantiate projected interstate usage provided to the Company. In the event that the required jurisdictional report is not provided, the Company recorded or percentage of interstate usage will be applied to the bill.

The Company may request this detailed information annually. If the audit results represent a substantial deviation from the Customer's previously reported PIU for the period upon which the audit was based, the call detail records may be requested more than once annually.

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## SECTION 3 - SWITCHED ACCESS SERVICE

### 3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls from an End User's premises to a Customer's premises in the LATA where it is provided. Feature Group D equal access services are available at all Company end offices.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, e.g., a Customer interLATA toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

### 3.2 RATE CATEGORIES

There are three rate categories which apply to Switched Access Service:

- Local Switching
- Local Transport

#### 3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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**SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)****4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)****4.1.3 Access Service Date Intervals (Cont'd)****B. Negotiated Interval (Cont'd)**

4. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval. All contracts shall be filed with the Commission for approval.

**4.1.4 Access Service Request Modifications**

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours.

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**ATTACHMENT B**

Replacement Pages to Local Exchange Tariff (Ohio P.U.C. No. 2)

SECTION 2 - REGULATIONS

2.1 Deposits

2.1.1 The Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. 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:

- (1) two month's charges for a service or facility that has a minimum payment period of one month; or
- (2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one month.

2.1.2 After 12 months of satisfactory payment history or when a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.1.3 Deposits held will accrue interest at a rate determined by the Company, without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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901 Front Street, Suite 200  
Louisville, Colorado 80027

SECTION 2 - REGULATIONS (Cont'd)

2.3 Customer Complaints and Disputes

If you have a dispute that is not resolved after you have called Zayo Enterprise Networks, LLC, or for general utility information, residential and business customers may contact 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 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov).

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**ATTACHMENT C**

Replacement Pages to Tier 2 Price List

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REGULATIONS (Cont'd)2.1 Undertaking of the Company (cont'd)2.1.4 Liability of the Company

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm.Code 4901:1-5 (MTSS)). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills and disconnection and reconnection of service.

- (A) Unless otherwise determined by the Commission and, except where provided for in the MTSS or this price list, 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 2.6. 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: 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.
- (C) Unless otherwise determined by the Commission, and except where provided for in the MTSS, 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.

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901 Front Street, Suite 200  
Louisville, Colorado 80027

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REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.2 Billing and Collection of Charges

- (A) All requirements for billing will be in compliance with the Minimum Telephone Standards (MTSS as codified in Chapter 4901:1-5 of the Ohio Administrative Code (OAC).
- (B) If any portion of the payment is received by the Company 19 days after the date due, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by 19 days after the date due, multiplied by the lesser of the highest percentage allowable by the Public Utilities Commission of Ohio or a late factor of 1.5% per month. Any late payment fee will not include interest on a previously-charged late payment fee.
- (C) For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, the Customer will be assessed a fee for each check returned. The Company may waive the bad check charge under appropriate circumstances.  
  
Returned check fee                      \$25.00
- (D) If service is disconnected by the Company in accordance with section 2.5.5 following and later restored, restoration of service will be subject to all applicable installation charges.

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Louisville, Colorado 80027



REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.3 Deposits

All requirements for deposits will be in compliance with the Minimum Telephone Service Standards (MTSS) as codified in Chapter 4901:1-5 of the Ohio Administrative Code (OAC).

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REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.4 Discontinuance of Service

- (A) All requirements for discontinuance of service will be in compliance with the Minimum Telephone Service Standards (MTSS) as codified in Chapter 4901:1-5 of the Ohio Administrative Code (OAC).
- (B) Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price list, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent). Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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REGULATIONS (Cont'd)

2.5 Payment Arrangements (cont'd)

2.5.5 Disconnection of Service Other Than Toll Service

All requirements for discontinuance of service will be in compliance with the Minimum Telephone Service Standards (MTSS) as codified in Chapter 4901:1-5 of the Ohio Administrative Code (OAC).

2.5.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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REGULATIONS (Cont'd)

2.6 Allowances for Interruptions in Service

All requirements for credit allowances for interruptions in service will be in consistent with the Minimum Telephone Service Standards (MTSS) as codified in Chapter 4901:1-5 of the Ohio Administrative Code (OAC).

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REGULATIONS (Cont'd)

[RESERVED FOR FUTURE USE]

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REGULATIONS (Cont'd)

[RESERVED FOR FUTURE USE]

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REGULATIONS (Cont'd)2.6 Allowances for Interruptions in Service (Cont'd)2.6.1 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

The Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid and waived Non-Recurring charges reasonably expended by the Company as well as all costs incurred by Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Price list for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation; plus
- (D) the difference between a Customers term rates and the Company's month-to-month rates times the actual length of service.

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

2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (B) pursuant to any financing, merger or reorganization of the Company.

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**ATTACHMENT D**

Revised Sample Disconnection Notice





Month/date/ 2009

XYZ Company  
1234 Main Street  
Anytown, USA

Total Past Due: \$XXX.XX

RE: Disconnection of Service for Non-Payment of bills

Our records indicate that the subject amount is past due. We request payment in full of the "Total Past Due" amount to be received in our office no later than MONTH/DAY/YEAR or your service will be disconnected, if payment has not been received by the above date. In order to reconnect your service, you will be required to pay an additional deposit equal to two months of usage and you will be required to pay a reconnection fee.

To prevent an interruption of your telephone service and to avoid any additional charges, contact us immediately at (866) 629-8200 to arrange payment to your account in full or PLEASE MAIL YOUR PAYMENT IMMEDIATELY TO:

Zayo Enterprise Networks  
ATTN: Accounts Payable  
901 Front Street, Suite 200  
Louisville, CO 80027

If you have a complaint in regard to this disconnection notice that can not be resolved after you have called Zayo Enterprise Networks or for general utility information, business customers may call the Public Utilities Commission of Ohio (PUCO), toll free at 1-800- 686-7826 or for TTY toll free at 1-800-686-1570 from 8:00 am to 5:00 pm weekdays, or visit [www.puco.ohio.gov](http://www.puco.ohio.gov)

If you have any questions regarding the amount due or wish to pay by credit card, please contact us at (866) 629-8200.

Sincerely,

Zayo Enterprise Networks Customer Care

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

**Commission of Ohio Docketing Information System on**

**1/5/2010 1:16:48 PM**

**in**

**Case No(s). 09-1919-TP-ACE, 90-9378-TP-TRF**

Summary: Response Response to Staffs' Data Requests Including Replacement Tariff Pages and Revised Sample Disconnection Notice electronically filed by Mr. Brett P Ferenchak on behalf of Zayo Enterprise Networks, LLC