

Jean L. Kiddoo
Brett P. Ferenchak
jean.kiddoo@bingham.com
brett.ferenchak@bingham.com

September 16, 2011

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 No. 11-5178 -TP-ATA - In the Matter of the Application of Zayo Group, LLC to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD

Dear Ms. Jenkins:

On behalf of Zayo Group, LLC ("Zayo"), attached for filing is an electronic copy of the above-referenced Application in PDF format. By this Application, Zayo, the successor in interest to Zayo Bandwidth, LLC, withdraws and cancels its P.U.C.O. Tariff No. 2, Local Exchange Tariff, and P.U.C.O. No. 3, Competitive Telecommunications Services Tariff. Zayo will continue to maintain its existing P.U.C.O. Tariff No. 1, Access Tariff, and does not propose any changes to that tariff at this time.

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 Group, LLC

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

Bingham McCutchen LLP
2020 K Street NW
Washington, DC
20006-1806

T 202.373.6000
F 202.373.6001
bingham.com

A/74517267.1

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for
DETARIFFING AND RELATED ACTIONS

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of Zayo Group, LLC) TRF Docket No. 90-_____
))
to Detariff Services and make other changes related to the) Case No. 11 - 5178 - TP - ATA
Implementation of Case No. 10-1010-TP-ORD) NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Zayo Group, LLC ("Zayo") (the successor in interest to Zayo Bandwidth, LLC)
DBA(s) of Registrant(s) _____
Address of Registrant(s) 400 Centennial Parkway, Suite 200, Louisville, CO 80027
Company Web Address www.zayo.com
Regulatory Contact Person(s) Peter Chevalier, Associate General Counsel Phone 303-414-4008 Fax 303-226-5039
Regulatory Contact Person's Email Address peter.chavelier@zayo.com
Contact Person for Annual Report Tim Gentry Phone 303-381-4662
Address (if different from above) Same as above
Consumer Contact Information Peter Chevalier, Associate General Counsel Phone 303-414-4008
Address (if different from above) Same as above

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

<u>Carrier Type</u>	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part II – Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input type="checkbox"/>	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
<input type="checkbox"/>	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, **Peter Chevalier**, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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) 9/16/11 at (Location) Louisville, CO

*(Signature and Title)

Associate General Counsel

(Date)

9/16/11

- 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, **Brett P. Ferencsak**

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions 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.

*(Signature and Title)

Brett P. Ferencsak, counsel to Zyrup, LLC

(Date)

9/14/11

..*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

LIST OF EXHIBITS

Exhibit A	Existing Affected Tariff Pages
Exhibit B	Proposed Revised Tariff Pages
Exhibit C	Description of Changes
Exhibit D	Customer Notice Information
Exhibit E	Customer Notice Affidavit
Telecommunications Retail Services Offering Form	

EXHIBIT A

Existing Affected Tariff Pages

Attached is the entire P.U.C.O. Tariff No. 2, Local Exchange Tariff and P.U.C.O. No. 3, Competitive Telecommunications Services Tariff, that Zayo wishes to withdraw and cancel by this filing. Please note that Zayo's P.U.C.O. No. 3 was originally issued as P.U.C.O. No. 1 of Indiana Fiber Works LLC ("IFW" also known as Zayo Bandwidth Indiana, LLC) and became Zayo Bandwidth, LLC's ("ZB") P.U.C.O. No. 3 when IFW merged with and into ZB, with ZB surviving the merger. *See* Case No. 09-1844-TP-CIO. ZB's P.U.C.O. Tariff Nos. 2 and 3 were adopted by Zayo when ZB merged with and into Zayo, with Zayo surviving the merger. *See* Case No. 11-1347-TP-CIO.

LOCAL EXCHANGE SERVICES

WITHIN THE STATE OF OHIO

PROVIDED BY

ZAYO GROUP, LLC

(T)

PRINCIPAL OFFICE

Zayo Group, LLC's principal office is located at 400 Centennial Parkway, Suite 200, Louisville, Colorado 80027. This Local Exchange Tariff is available for public inspection at the above address during regular business hours and is also available on Zayo Group, LLC's website at www.zayo.com.

(T)

(T)

Issued: March 17, 2011

Effective: April 16, 2011

Issued under authority of the Public Utilities Commission of Ohio Case No. _____.

Issued By: Peter Chevalier, Associate General Counsel
Zayo Group, LLC
400 Centennial Parkway, Suite 200
Louisville, Colorado 80027

CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>
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Title Sheet	Original*	(T)
1	Original*	(T)
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	

*Included in this filing

(T)

Issued: March 17, 2011

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Issued By: Peter Chevalier, Associate General Counsel
Zayo Group, LLC
400 Centennial Parkway, Suite 200
Louisville, Colorado 80027

APPLICATION OF TARIFF

This tariff includes certain rates, terms, and conditions for local exchange services required to be included in a tariff by the Commission's Detariffing order. Also in compliance with the Commission's Detariffing order, the service offerings, rates, terms, conditions for the provision of detariffed services are available via the Company's website at www.zayo.com. Specifically, Business Tier 2 Services and Interexchange Services have been detariffed by the Public Utilities Commission and can now be found in the Company's Business Tier 2 Price List at www.zayo.com.

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio AdmCode 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 disconnect and reconnection of service.

Issued: January 8, 2009

Effective: February 7, 2009

Issued under authority of the Public Utilities Commission of Ohio Case No. 09-014-TP-ACE.

Issued By: Scott E. Beer, General Counsel
Zayo Bandwidth, LLC
901 Front Street, Suite 200
Louisville, Colorado 80027

SECTION 2 - REGULATIONS2.1 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; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- 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.

Issued: January 8, 2009

Effective: February 7, 2009

Issued under authority of the Public Utilities Commission of Ohio Case No. 09-014-TP-ACE.

Issued By: Scott E. Beer, General Counsel
Zayo Bandwidth, LLC
901 Front Street, Suite 200
Louisville, Colorado 80027

SECTION 2 - REGULATIONS (Cont'd)

2.2 Billing and Collection of Charges

2.2.1 Late Payment Fees

If any portion of the payment is received by the Company 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 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.

2.2.2 Returned Checked Fees

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
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Issued: January 8, 2009

Effective: February 7, 2009

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Issued By: Scott E. Beer, General Counsel
Zayo Bandwidth, LLC
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 Bandwidth, 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.

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org."

Issued: January 8, 2009

Effective: February 7, 2009

Issued under authority of the Public Utilities Commission of Ohio Case No. 09-014-TP-ACE.

Issued By: Scott E. Beer, General Counsel
Zayo Bandwidth, LLC
901 Front Street, Suite 200
Louisville, Colorado 80027

SECTION 3 - MISCELLANEOUS SERVICES AND CHARGES

3.1 Blocking Service

3.1.1 Per Call Blocking

Per Call Blocking (Calling Number Delivery Blocking) - Enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing *67 from a touchtone phone, or *67 from a rotary dial phone, to activate the block. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per call blocking will be available on a universal basis to all eligible customers. All public and semi-public payphones of Zayo Bandwidth will be equipped with Per Call Blocking.

3.1.2 Per Line Blocking

Per Line Blocking (Calling Number Delivery Suppression) - Enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per line Blocking will be provided at no monthly charge on an optional basis to published and non-published customers at their discretion. To deactivate the privacy status, the customer would dial *82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law enforcement, domestic shelters and other special agencies will be offered free Per Line Blocking. Per Line Blocking will not be available to public, semi-public, two-party and four-party service customers.

Issued: January 8, 2009

Effective: February 7, 2009

Issued under authority of the Public Utilities Commission of Ohio Case No. 09-014-TP-ACE.

Issued By: Scott E. Beer, General Counsel
Zayo Bandwidth, LLC
901 Front Street, Suite 200
Louisville, Colorado 80027

SECTION 3 - MISCELLANEOUS SERVICES AND CHARGES (Cont'd)3.2 Presubscription

After a subscriber's initial selection for a presubscribed intraLATA toll carrier, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as follows:

If a Subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

Per business or residence line, trunk, or port:

--Manual Process	\$5.00
--Electronic Process	\$1.25

Issued: January 8, 2009

Effective: February 7, 2009

Issued under authority of the Public Utilities Commission of Ohio Case No. 09-014-TP-ACE.

Issued By: Scott E. Beer, General Counsel
Zayo Bandwidth, LLC
901 Front Street, Suite 200
Louisville, Colorado 80027

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 3

TITLE SHEET

P.U.C.O. Tariff No. 3 (T)
(T)

ZAYO GROUP, LLC (T)

This tariff addresses the provision of competitive telecommunication services by Zayo Group, LLC (T)
between locations within the State of Ohio. This tariff is available for public inspection during normal (T)
business hours at the main office of 400 Centennial Parkway, Suite 200, Louisville, Colorado, 80027. (T)

Customers may report any service interruptions or repair complaints to the Network Operations Center (T)
via a toll-free customer service number, available 7 days a week, 24 hours a day (1-800-390-6094). For (T)
non-urgent complaints and queries, including billing questions, customers may also contact the corporate (T)
offices of Zayo Group, LLC at (303) 381-4683. (T)

This tariff is on file with the Public Utilities Commission of Ohio as Case No. _____.

Issued: March 17, 2011

Effective: April 16, 2011

Issued by:
Peter Chevalier, Associate General Counsel
400 Centennial Parkway, Suite 200
Louisville, Co 80027

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 3

CHECK SHEET

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION LEVEL	PAGE	REVISION LEVEL	
1	2nd Revised*	23	Original	(T)
2	2nd Revised*	24	Original	(T)
3	Original	25	Original	
4	Original	26	Original	
5	Original	27	Original	
6	Original	28	Original	
7	Original	29	Original	
8	Original	30	Original	
9	Original	31	Original	
10	Original	32	Original	
11	Original	33	Original	
12	Original	34	Original	
13	Original			
14	Original			
15	Original			
16	Original			
17	Original			
18	Original			
19	Original			
20	Original			
21	Original			
22	Original			

* included in this filing.

Issued: March 17, 2011

Effective: April 16, 2011

Issued by:
Peter Chevalier, Associate General Counsel
400 Centennial Parkway, Suite 200
Louisville, Co 80027

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 1

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Issued: September 18, 2002

Effective: October 21, 2002

In Accordance with Case No. 02-2413-CT-ACE
Issued by the Public Utilities Commission of Ohio
Carl Peterson, President
141 E. Washington Street, Suite 200
Indianapolis, IN 46204

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 1

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C** Changed regulation
- D** Delete or discontinue
- I** Change Resulting in an increase to a Customer's Bill
- M** Moved from another tariff location.
- N** New
- R** Change resulting in a reduction to a Customer's bill
- T** Change in text or regulation

Issued: September 18, 2002

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Issued by the Public Utilities Commission of Ohio

Carl Peterson, President

141 E. Washington Street, Suite 200

Indianapolis, IN 46204

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 1

TARIFF FORMAT

- A. Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1A.
 - 2.1.1A.1.
 - 2.1.1A.1.(a).
 - 2.1.1A.1.(a).I
 - 2.1.1A.1.(a).I.(i).
 - 2.1.1A.1.(a).I.(i).(1).
- D. Check Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 1

SECTION 1 – TERMS AND ABBREVIATIONS

Acceptance Testing – Normal testing procedures by which fiber is deemed ready for service.

Additional Engineering Charges – Charges applicable for engineering services done outside the normal engineering parameters. Any charge incurred will be presented to the Customer before actual billing of charge.

Administrative Charge – The charge Customers are assessed for the provisions of administrative services by the Company, including the consolidation of billings and financing.

Authorized User – A customer, person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Customer's services under the terms and regulations of this tariff. The Authorized User is responsible for payment unless the charges for the services utilized are accepted and paid for by the Customer.

Commission – Refers to the Public Utilities Commission of Ohio.

Company – Indiana Fiber Works LLC unless otherwise clearly indicated by the context.

Conduit – A rubber, plastic or metal pipe installed in the ground used to provide a path for the installation of cable.

Issued: September 18, 2002

Effective: October 21, 2002

In Accordance with Case No. 02-2413-CT-ACE
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Carl Peterson, President
141 E. Washington Street, Suite 200
Indianapolis, IN 46204

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 1

SECTION 1 – TERMS AND ABBREVIATIONS (continued)

Cooperative Acceptance Testing – Joint Acceptance Testing by both the Company and the Customer.

Customer – A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange conduit and/or dark fiber services on behalf of itself or others; uses the Company's network; and is responsible for payment of charges, all under the provisions and terms of an ICB contract.

Dark Fiber – Single strand of optical fiber within a multi-strand sheath. Dark fiber does not have fiber optics or electronics provided by the Company.

Estimated Mileage – Refers to distance measured to estimate Customer pricing based on maps or anticipated routing of cable during construction.

Expedited Service Order – A Service Order which, in compliance with a Customer's request, is completed in a time period shorter than the Company's standard service interval.

Facilities – Refers to the Company's and/or the Company's authorized agent's installed fiber cables, conduit, POP facilities and network access points.

ICB – Individual Contract Basis.

ICB Agreement – A standard Company contract with the Customer in which the Customer commits to purchase service from the Company for a specified period of time. The minimum period of service is decided on an ICB.

IFW – Refers to Indiana Fiber Works LLC.

IRU – Indefeasible right to use; the right given to a Customer for exclusive use of a dark fiber or empty conduit.

LEC – Local Exchange Carrier.

Network – Refers to the Company's installed fiber cables and/or conduit.

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 1

SECTION 1 – TERMS AND ABBREVIATIONS (continued)

Optical Mileage – Fiber distance measured by electronic means between two points in the network.

POP – Point of Presence; the facility that allows origination or termination of communications services.

Rack – Located with POP Facilities and used to house the Customer's telecommunications equipment.

Route Mileage – Distance measured by geographic means between two points in the network.

Service Order – A standard Company order form which includes all pertinent billing, technical and descriptive information which will enable the Company to provide the communication services or Facilities, or both, as requested by the Customer and as provided by the Company.

Issued: September 18, 2002

Effective: October 21, 2002

In Accordance with Case No. 02-2413-CT-ACE

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Carl Peterson, President

141 E. Washington Street, Suite 200

Indianapolis, IN 46204

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 1

SECTION 2 – RULES AND REGULATIONS

Indiana Fiber Works LLC will comply with the Commission's Minimum Telephone Service Standards set forth in Chapter 4901:1-5 of the Ohio Administrative Code (O.A.C.)

2.1 Undertaking of Indiana Fiber Works LLC

The Company leases fiber and/or conduit by means of negotiated contracts on an individual contract basis.

2.2 Use

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

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Indianapolis, IN 46204

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 1

SECTION 2 – RULES AND REGULATIONS (continued)**2.3 Limitations**

- 2.3.1** Service is offered subject to the availability of the necessary Facilities and equipment, or both Facilities and equipment, and subject to the provisions of this tariff or an ICB Agreement.
- 2.3.2** The Company shall not be responsible for installation, operation or maintenance of any terminal equipment or communications systems provided by a Customer or Authorized User. The Company's dark fiber is not represented as adapted to the use of such Customer equipment. The responsibility of the Company shall be limited to the furnishing of dark fiber and to its maintenance. The furnishing of dark fiber will require certain physical arrangements of the Facilities of the Company and is, therefore, subject to the availability of such Facilities. Dark fiber is offered subject to the availability of the necessary Facilities and/or equipment and is limited to the capacity of the Company's network 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 and further subject to the provisions of this tariff or ICB Agreement. The Company reserves the right not to provide dark fiber and/or conduit to or from a location where the necessary Facilities or equipment are not available.
- 2.3.3** The Company reserves the right to discontinue providing dark fiber and/or conduit when necessitated by conditions beyond its control, or when the Customer is using the dark fiber and/or conduit in violation of the provisions of this tariff, in violation of the law, or in violation of contract.
- 2.3.4** The Company does not undertake to transmit messages, but offers the use of its Facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Issued: September 18, 2002

Effective: October 21, 2002

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Issued by the Public Utilities Commission of Ohio

Carl Peterson, President

141 E. Washington Street, Suite 200

Indianapolis, IN 46204

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 1

SECTION 2 – RULES AND REGULATIONS (continued)

2.3 Limitations (continued)

- 2.3.5** 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. The Company may also, without obtaining the further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the 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.
- 2.3.6** To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the contract shall prevail.
- 2.3.7** The Company will require a written contract with the Customer prior to providing service.
- 2.3.8** Title to all Facilities provided by the Company under these regulations generally remains with the Company unless stated otherwise by ICB Agreement.

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 1

SECTION 2 – RULES AND REGULATIONS (continued)

2.4 Assignment and Transfer

- 2.4.1** All Facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or Facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

Issued: September 18, 2002

Effective: October 21, 2002

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Indianapolis, IN 46204

COMPETITIVE TELECOMMUNICATIONS SERVICE
PUCO NO. 1

SECTION 2 – RULES AND REGULATIONS (continued)**2.5 Liability of the Company**

- 2.5.1** The Customer's sole remedy for any damages, claims or causes of action arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or Facilities, shall be decided on an ICB. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of Facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the Customer or Authorized User, or which arise from the use of Customer-provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

COMPETITIVE TELECOMMUNICATIONS SERVICE
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SECTION 2 – RULES AND REGULATIONS (continued)

2.5 Liability of the Company (continued)

- 2.5.3 Indemnification** – The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, Facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the Facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, Facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or Facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- 2.5.4 Defacement of premises:** No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or Facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.5.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.5.6** Dark fiber and/or conduit furnished by the Company may be interconnected with the services or Facilities of other carriers or private systems.

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SECTION 2 – RULES AND REGULATIONS (continued)

2.5 Liability of the Company (continued)

- 2.5.7** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.8** The Company shall not be liable for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.
- 2.5.9** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that are installed at the premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.5.10** 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 AND FITNESS FOR A PARTICULAR USE OR PURPOSE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN, OR THROUGH A CONTRACT ON FILE AND APPROVED BY THE COMMISSION.
- 2.5.11** The Company will comply with the Commission's Minimum Telephone Service Standards regarding the handling of consumer complaints, set forth in O.A.C. 4901:1-5-5.

COMPETITIVE TELECOMMUNICATIONS SERVICE
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SECTION 2 – RULES AND REGULATIONS (continued)

2.6 Minimum Service Period

The Minimum Service Period for which services are provided by the Company are determined by an ICB Agreement between the Company and the Customer.

2.7 Commencement of Service

A prospective Customer desiring service from the Company shall enter into a written agreement with the Company ("ICB Agreement") specifying the services to be provided by the Company and the rates, terms and conditions applicable thereto. The Company will not provide services to the Customer until such an agreement has been executed. Such agreements will be filed with and approved by the Commission.

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Indianapolis, IN 46204

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SECTION 2 – RULES AND REGULATIONS (continued)**2.8 Customer Responsibility**

- 2.8.1** All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When Facilities, equipment, and/or communication systems provided by others are connected to the Company's Facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:
- A.** Placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Customer is also responsible for assuring that its Authorized Users comply with regulations.
 - B.** Ensuring compatibility of equipment and systems provided by the Customer or Authorized User with any interface equipment provided and/or sanctioned by the Company.
 - C.** Damage to Facilities of the Company caused by the negligence or willful act of the Customer or Authorized User. The Customer shall shut down its transmission signals, if the Company determines that said transmission is causing interference to others.
 - D.** Reimbursing the Company for any loss occasioned by the theft of the Company's Facilities installed on the Company's, Customer's or Authorized User's premises.
 - E.** ICB or prorata payment for power required to operate the Customer's equipment installed on the Company's or the Company's authorized agent's POP facility.

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SECTION 2 -- RULES AND REGULATIONS (continued)

2.8 Customer Responsibility (continued)

2.8.1 (continued)

- F.** Obtaining permission for the Customer's agents, employees or Authorized Users to enter the premises of the Company or the Company's agent(s) at a reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the Facilities and equipment of the Customer.
- G.** All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of any agent's authority shall not be binding on the Company.
- H.** Any breach of the terms and conditions contained in this tariff or in an ICB contract between the Customer and the Company governing service.
- I.** Customer shall, if necessary, only install equipment in a Rack or location within the Company's or the Company's authorized agent's POP facility based upon an agreed to arrangement. Said agreement is to be in writing including a drawing and must be approved by an authorized Company representative. Customer shall supply its own Rack if it is not willing to use the provided Rack space. Customer shall also be responsible for paying for Rack space and any additional fees based on the ICB Agreement.

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SECTION 2 – RULES AND REGULATIONS (continued)

2.8 Customer Responsibility (continued)

2.8.2 Billing and Payment for Service

A. Responsibility for Charges

The Customer is responsible for payment of all charges for services and/or equipment furnished to the Customer for their use. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

1. any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company's or the Company's authorized agent's Facilities;
2. any and all use of the services provided by the Company, including usage which the Customer did not individually authorize;
3. any usage by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves, rearrangements, forced relocations, prorata power usage, and Rack space are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff or in an ICB Agreement.

COMPETITIVE TELECOMMUNICATIONS SERVICE
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SECTION 2 – RULES AND REGULATIONS (continued)

2.8 Customer Responsibility (continued)

2.8.2 Billing and Payment for Service (continued)

B. Disputed Charges

1. Any objections to billed charges must be reported to the Company or its billing agent either in writing or by calling the Company.
2. Customer is responsible to pay in full the amount of the bill less only the disputed amount.
3. In the event that the Company incurs fees or expenses, including attorneys' fees, collecting or attempting to collect any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a Late Payment Fee on the unpaid charges.

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SECTION 2 – RULES AND REGULATIONS (continued)**2.8 Customer Responsibility (continued)****2.8.3 Taxes and Fees**

The Customer is responsible for payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the Customer is directly responsible, and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges will appear as separate line items on the Customer's bill, and are not included in the quoted rates. Any such line item charges will be reflected in the Company's tariff. The Company will not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the Customers, without seeking Commission approval under the appropriate procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

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SECTION 2 – RULES AND REGULATIONS (continued)**2.8 Customer Responsibility (continued)****2.8.4 Late Payment Fees**

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Ohio state law.

2.8.5 Return Check Charge

Customers will be charged \$25.00 on all checks issued to the Company that are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

2.8.6 Advance Payments

The Company may require a Customer to make an advance payment for special construction before a specific service or facility is furnished. In general, the advance payment will not exceed an amount equal to the Non-Recurring Charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

In order to create a long-term contract beneficial to both parties, the Company normally provides an IRU arrangement for fiber and conduit services. Unless otherwise indicated in an ICB Agreement, IRU arrangements require payment in advance for, at minimum, twenty (20) years. This payment is for the rights to use the fiber or conduit only and does not include other fees that will be billed separately.

COMPETITIVE TELECOMMUNICATIONS SERVICE
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SECTION 2 – RULES AND REGULATIONS (continued)**2.8 Customer Responsibility (continued)****2.8.7 Deposits**

- A.** New Customers for service or existing Customers may be required to establish creditworthiness. The Company will comply with the Commission's Minimum Telephone Service Standards set forth at O.A.C. 4901:1-5-13. Customers may be assessed a deposit, pursuant to O.A.C. 4901:1-5-13(B)(2)(a). A deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation.
- B.** When a service or facility is discontinued, the amount of a deposit, if any, will be applied as a credit to the Customer's account and any credit balance remaining will be refunded, assuming no breach of ICB Agreement has occurred. Before the service or facility is discontinued, the Company may return the deposit or credit it to the Customer's account, at the Customer's option.
- C.** Deposits held by the Company will accrue interest in accordance with Commission rules and Ohio law.
- D.** Deposits, and interest accrued to date, will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) consecutive months of service without the Customer having had service discontinued for nonpayment, and without the Customer having had more than two (2) occasions on which the bill was not paid by the time specified for prompt payment, and the Customer is not then delinquent in the payment of its bill. The deposit will be applied as a credit to final payment(s) assuming no breach of ICB Agreement conditions exist.

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SECTION 2 – RULES AND REGULATIONS (continued)

2.8 Customer Responsibility (continued)

2.8.8 Cancellation of Service by Customer

- A.** ICB Agreements, in which payments were made in advance for fiber, conduit, or rack rental, are non-cancellable after payment has been made and service (fiber, conduit or rack) provided.
- B. Cancellation of Application for Service:** When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for where the Company has notified a Customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

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SECTION 2 – RULES AND REGULATIONS (continued)

2.8 Customer Responsibility (continued)

2.8.8 Cancellation of Service by Customer (continued)

- C. Cancellation Prior to Expiration of Term:** With the exception of prepaid ICB Agreements, if a Customer cancels service prior to the completion of the ICB Agreement for any reason whatsoever, the Customer agrees to pay the Company the following sums, which shall become due and owing as of the effective date of cancellation or termination and be payable within thirty (30) days:
1. All Non-Recurring Charges reasonably expended by the Company to establish service to the Customer, plus
 2. Any disconnection, early cancellation or termination charges reasonably incurred by the Company or paid to third parties by the Company on behalf of the Customer, plus
 3. All Recurring Charges specified in the applicable Service Order or ICB Agreement or tariff for the balance of the then current term.
- D.** Month-to-month service may be cancelled by Customer only on thirty (30) days prior written notice to the Company.

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SECTION 2 – RULES AND REGULATIONS (continued)

2.9 Refunds or Credits for Service Outages or Interruptions

Refunds or credits for service outages or interruptions will be negotiated with the Customer on an individual contract basis.

2.10 Cancellation or Termination of Service by Company

2.10.1 For nonpayment: The Company may terminate service to a Customer for nonpayment of undisputed charges upon sending written notice of disconnection, which must be postmarked at least seven (7) days prior to the date of disconnection of service, to the Customer without incurring any liability for damages due to loss of service to the Customer. The Company shall not disconnect service sooner than fourteen (14) days after the due date of the bill.

2.10.2 The Company may refuse or discontinue service in accordance with the Commission's Minimum Telephone Service Standards as set forth at O.A.C. 4901:1-5-17.

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SECTION 2 – RULES AND REGULATIONS (continued)**2.11 Continuation of Service**

2.11.1 For Month-to-Month Customers: Service will continue on a month-to-month basis until such time as the Customer cancels service or until such time as the Company discontinues service in accordance with the rules as outlined in this tariff, lease or ICB Agreement.

2.11.2 For ICB Agreement Customers: Service will continue in accordance with the ICB Agreement. Such agreement shall be renewed automatically for the initial term or for additional terms as provided in the agreement, unless the Customer provides written notice, as required by the terms of the ICB Agreement, of its intent not to renew such agreement. All termination obligations applicable under the original ICB Agreement apply to the renewed agreement.

2.12 Interconnection

Service furnished by the Company may be connected with the services or Facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Such service or Facilities are provided under the terms, rates and conditions of the other carrier. Any special interface equipment or Facilities necessary to achieve compatibility between the Facilities of the Company and other participating carriers shall be provided at the Customer's expense. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. The Customer shall be responsible for damage to the Facilities of the Company caused by the negligence or willful act of the Customer or Authorized User.

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SECTION 2 – RULES AND REGULATIONS (continued)**2.13 Terminal Equipment**

The Company's Facilities may be used with or terminated in terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs, whether at the Company's or at the Customer's premises, including personnel, wiring, electrical power, Rack space and the like, incurred in the use of the Company's Facilities. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.14 Inspection, Testing and Adjustment

Upon reasonable notice, the Facilities or equipment provided by the Company shall be made available to the Customer for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Customer. The Customer shall not cause any interruption of service to the Company or to the Company's other customers or the Customer shall be responsible to the Company and those customers for costs, based on ICB negotiated settlements.

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SECTION 3 – SERVICE DESCRIPTIONS

3.1 General

The Company provides dark fiber and/or conduit to be used for telecommunication and data communication services.

3.2 Special Services

Special Services are any services not specifically defined otherwise in this Section.

- 3.2.1** If, at the request of the Customer, the Company obtains Facilities not normally used to provide service to its Customers, the costs incurred will be billed as a Special Service.
- 3.2.2** If at the request of the Customer the Company provides technical assistance not normally required to provide service, the costs incurred will be billed to the Customer as a Special Service.
- 3.2.3** Where equipment or other features are required to make Customer-provided equipment efficient and compatible with the Company service, the cost of providing necessary equipment and materials and all associated installation costs including engineering, labor, supervising and transportation costs will be billed to the Customer as a Special Service.
- 3.2.4** After Hours Installation and/or Maintenance Charge: When at the specific request of the Customer, installation and/or routing maintenance is performed outside of the regular business hours, additional Special Service charges apply. Special Service charges will be based upon the actual labor, material and other costs incurred by or billed to the Company in the provision of the Special Services. Such circumstances include but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cutover, and additional installation testing in excess of the normal testing required to provide service.

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SECTION 3 – SERVICE DESCRIPTIONS (continued)**3.3 Dark Fiber**

Dark Fiber provides a transmission path to connect customer-designated premises, directly through one or more Company Points of Presence (“POPs”) where bridging or multiplexing functions are performed.

Dark Fiber is an unswitched, non-usage sensitive service which is dedicated exclusively to one Customer. The Company offers dark fiber between POPs on its network. In order to subscribe to dark fiber, the Customer will need to gain entry to the Company’s network by means of a Local Access facility or POP.

Rates do not include charges for Facilities from the Customer location to the POP.

3.3.1 Acceptance Testing

For an additional charge, the Company and the Customer will cooperatively test, at the time of installation, the fiber to determine that it meets the agreed upon standards. Acceptance is generally considered to occur upon completion or approval of all tests. Final billing will commence upon completion or acceptance.

3.3.2 Trouble Reporting

The Customer will be responsible for submitting trouble reports, pertaining to the Company’s Facilities and/or equipment, to the Company or the Company’s assignee. The Company will test cooperatively or independently to assist in trouble assessment. Other charges as described in this tariff will still apply.

COMPETITIVE TELECOMMUNICATIONS SERVICE
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SECTION 4 - RATES AND CHARGES**4.1 General**

Dark fiber services are provided on an individual contract basis, based on quantity of fibers, distances, length of commitment and/or prepayment.

4.2 Rates and Charges

There are two types of rates and charges: monthly recurring rates and nonrecurring charges. The rates and charges are described as follows:

4.2.1 Monthly Recurring Rates: Monthly rates that apply each month or fraction thereof that dark fiber is provided. For billing purposes, each month is considered to have 30 days. These rates are determined pursuant to contracts negotiated on an individual contract basis .

4.2.2 Nonrecurring Charges: Nonrecurring charges are one-time charges that apply for specific work activities. Charges for such activities, otherwise not included in the monthly rates and charges, will be determined pursuant to contracts negotiated on an individual contract basis. These nonrecurring charges may include the following:

A. Installation of Lateral Cable: The Company may charge for installation of lateral cable from the Company's backbone fiber network to the Customer's premises and from the vertical riser to the Customer's or Authorized User's station, based upon the Company's costs of providing such service. Such cost will be determined based upon all relevant elements of cost, including, but not limited to:

- (1) Materials
- (2) Site Survey
- (3) Physical Design
- (4) Contractor/Construction Costs
- (5) Rights of Way
- (6) Equipment
- (7) Engineering

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SECTION 4 – RATES AND CHARGES (continued)

4.2 Rates and Charges (continued)

A. Installation of Lateral Cable (continued)

- (8) Construction
- (9) Depreciation
- (10) Operations
- (11) Maintenance
- (12) Applicable license fees, preparation costs and associated legal expense
- (13) Applicable Taxes
- (14) Rate of Return Contingencies
- (15) Administration Charges

B. Special Construction/Individual Contract Basis Arrangements: Upon request or in response to competitive request for proposal or for non-standard services, the Company will develop a responsive individual contract billing arrangement for services offered in this tariff. The Company will engage in special construction to provide any of the communications services it is lawfully able to provide, subject to the conditions contained in this tariff and the contract between the Customer and the Company. The Company's charges for special construction services will be based upon the Company's cost of providing such services. The cost will be determined based on all relevant elements of cost, including, but not limited to:

- (1) Materials
- (2) Site Survey
- (3) Physical Design
- (4) Contractor/Construction Costs
- (5) Rights of Way
- (6) Equipment
- (7) Engineering
- (8) Construction
- (9) Depreciation

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SECTION 4 – RATES AND CHARGES (continued)

4.2 Rates and Charges (continued)

B. Special Construction/Individual Contract Basis Arrangements: (continued)

- (10) Operations
- (11) Maintenance
- (12) Applicable license fees, preparation costs and associated legal expense
- (13) Applicable Taxes
- (14) Rate of Return Contingencies
- (15) Administration Charges

An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of service, minimum volume of service required, and the rates and charges for the proposed service.

C. Network Relocation: The Customer shall be responsible for its pro-rata portion of costs incurred by the Company in conjunction with forced relocations of the network required by third parties, including but not limited to government entities, private property owners, railroads, etc.D. Maintenance and Service Charge at POP: The Customer shall be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or Authorized User's premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or Authorized User. Said cost shall be based upon the current per-person hourly labor rate of the Company in effect at the time of the visit.

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SECTION 4 – RATES AND CHARGES (continued)

4.2 Rates and Charges (continued)

- E. Routine Maintenance: Charges for routine maintenance shall be determined on an ICB Agreement.
- F. Emergency Maintenance: The Customer shall be responsible for its pro-rata portion of costs incurred by the Company to restore service in conjunction with damages to the network that cannot be collected from the responsible party, including but not limited to vandalism, flood, tornado, lightning strikes and other acts of God.

EXHIBIT B

Proposed Revised Tariff Pages

Since Zayo Group, LLC does not offer any BLES services and is not revising its Access Services tariff, Zayo is not providing any revised tariff pages.

EXHIBIT C

Description of Changes

Zayo Group, LLC (the successor in interest to Zayo Bandwidth, LLC)¹ (“Zayo”) is certificated as a competitive local exchange carrier and competitive telecommunications services provider in Ohio. Zayo does not provide basic local exchange service (BLES). Zayo, therefore, proposes to withdraw and cancel its entire P.U.C.O. Tariff No. 2, Local Exchange Tariff, its P.U.C.O. Tariff No. 3, Competitive Telecommunications Services Tariff, and, to the extent necessary, its Tier 2 Price List. Zayo will continue to maintain its existing P.U.C.O. Tariff No. 1, Access Tariff and does not propose any changes to that tariff at this time.

Exhibit A contains the entire P.U.C.O. Tariff No. 2, Local Exchange Tariff and P.U.C.O. Tariff No. 3, Competitive Telecommunications Services Tariff, that Zayo wishes to withdraw and cancel by this filing. Since Zayo is not revising any tariff pages in connection with this filing, it is not including an Exhibit B.

Zayo does not currently have any customers that receive services that are subject to the tariffs that are being withdrawn. Therefore, Zayo is not providing a customer notice or customer notice affidavit as Exhibits D and E, respectively.

Zayo has attached the Telecommunications Retail Services Offering Form to this filing.

¹ See Case No. 11-1347-TP-CIO (regarding the merger of Zayo Bandwidth, LLC with and into Zayo with Zayo surviving the merger).

EXHIBIT D

Customer Notice Information

Zayo Group, LLC does not currently have any customers that receive services that are subject to the tariffs being withdrawn and canceled by this filing. Therefore, Zayo is not providing a customer notice or customer notice affidavit.

EXHIBIT E

Customer Notice Affidavit

Zayo Group, LLC does not currently have any customers that receive services that are subject to the tariffs being withdrawn and canceled by this filing. Therefore, Zayo is not providing a customer notice or customer notice affidavit.

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM
For Non-BLES Carriers

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011)

Company Name Zayo Group, LLC

Company Address 400 Centennial Parkway, Suite 200, Louisville, CO 80027

Company Web Address www.zayo.com

Regulatory Contact Person Peter Chevalier Phone 303-414-4008 Fax 303-226-5039

Regulatory Contact Person's Email Address peter.chevalier@zayo.com

Contact Person for Annual Report Tim Gentry Phone 303-381-4662 Fax _____

Consumer Contact Information Peter Chevalier Phone 303-414-4008 Fax 303-226-5039

TRF Docket No. -TP-TRF

I. Company Type (Check all applicable):

☒ Non-BLES CLEC ☒ IXC ☒ Other (explain) _____

II. Services offered (Check all applicable):

- ☐ Toll services (intrastate)
- ☐ Local Exchange Service (i.e., residential or business bundles)
- ☒ Other (explain) Private Line, Ethernet, Wavelength, Dedicated Internet Access and Collocation

III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):

- ☐ Toll Presubscription
- ☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
- ☐ N-1-1 Service
- ☐ Pole Attachment and Conduit Occupancy
- ☐ Pay Telephone Access Lines
- ☐ Inmate Operator Service
- ☐ Telephone Relay Service

*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

Part IV. – Attestation

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

I am an officer/agent of the carrier/telephone company, Zayo Group, LLC, and am authorized to make statements on it behalf.
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance 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.

Mark L. Carter, Associate General Counsel
(Signature and Title)

9/16/11
(Date)

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in

Case No(s). 11-5178-TP-ATA

Summary: Application In the Matter of the Application of Zayo Group, LLC to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD electronically filed by Mr. Brett P Ferencak on behalf of Zayo Group, LLC