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November 4, 2011

Via Electronic Filing

Ms. Betty McCauly
Administration/Docketing
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, OH 43215-3793

Re: Nexus Communications, Inc. d/b/a TSI
Case No. 11-5158-TP-ATA
TRF No. 90-9164-TP-TRF

Dear Ms. McCauly:

Nexus Communications, Inc. d/b/a TSI submits for filing the attached final PUCO No. 3 tariff.

If you have any questions, please give me a call.

Sincerely,

Thomas J. O'Brien

Attachment

cc: Robbin Russell (w/Attachment)

Nexus Communications, Inc.

d/b/a TSI

LOCAL EXCHANGE SERVICES

P.U.C.O. Tariff No. 3

INTRASTATE COMMUNICATIONS SERVICE TARIFF
REGULATIONS, SCHEDULE OF RATES AND CHARGES
APPLICABLE TO INTRASTATE
COMMUNICATIONS SERVICES FURNISHED BY
NEXUS COMMUNICATIONS, INC. d/b/a TSI
WITHIN THE STATE OF OHIO
TRF NUMBER 90-9164

Detariffed services are available at www.tsihomephone.com and may be viewed at the Company's headquarters located at 3629 Cleveland Avenue, Suite C Columbus Ohio 43224.

This tariff is in compliance with Ohio Administrative Code Chapter 4901:1-6.

Nexus Communications, Inc.

d/b/a TSI

LOCAL EXCHANGE SERVICES

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P.U.C.O. Tariff No. 3

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate End User communications services by Nexus Communications, Inc., to business and residential Customers within the local exchange service areas of Ohio in the following counties:

Adams	Fairfield	Licking	Portage
Allen	Fayette	Logan	Preble
Ashland	Franklin	Lorain	Putnam
Ashtabula	Fulton	Lucas	Richland
Athens	Gallia	Madison	Ross
Auglaize	Geauga	Mahoning	Sandusky
Belmont	Greene	Marion	Scioto
Brown	Guernsey	Median	Seneca
Butler	Hamilton	Meigs	Shelby
Carroll	Hancock	Mercer	Stark
Champaign	Hardin	Miami	Summit
Clark	Harrison	Monroe	Trumbull
Clermont	Henry	Montgomery	Tuscarawas
Clinton	Highland	Morgan	Union
Columbiana	Hocking	Morrow	Van Wert
Coshocton	Holmes	Muskingum	Vinton
Crawford	Huron	Noble	Warren
Cuyahoga	Jackson	Ottawa	Washington
Darke	Jefferson	Paulding	Wayne
Defiance	Knox	Perry	Williams
Delaware	Lake	Pickaway	Wood
Erie	Lawrence	Pike	Wyandot

This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area. Service will be provided by Nexus Communications, Inc. where facilities are available.

Nexus Communications, Inc.

d/b/a TSI

LOCAL EXCHANGE SERVICES
P.U.C.O. Tariff No. 3

1. Definitions

Certain terms used generally throughout this tariff are defined below.

Basic Local Exchange Services: means residential-end-user access to and usage of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following:

- (a) Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;
- (b) Consists of all of the following services:
 - (i) Local dial tone service;
 - (ii) For residential end users, flat-rate telephone exchange service;
 - (iii) Touch tone dialing service;
 - (iv) Access to and usage of 9-1-1 services, where such services are available;
 - (v) Access to operator services and directory assistance;
 - (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
 - (vii) Per call, caller identification blocking services;
 - (viii) Access to telecommunications relay service; and
 - (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

Company: Nexus Communications, Inc., an Ohio corporation, which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

Customer: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

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1. Definitions – Cont'd

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

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

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

Services: The Company's telecommunications services offered on the Company's network.

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LOCAL EXCHANGE SERVICES
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2. Regulations

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Terms and Conditions

2.1.2.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.2.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.2.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

Nexus Communications, Inc.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions (Cont'd)

2.1.2.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.

2.1.2.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.2.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

2.1.2.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

2.1.2.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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LOCAL EXCHANGE SERVICES

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.3.1 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood 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 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.

2.1.3.2 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

2.1.3.3 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Liability of the Company (Cont'd)

- 2.1.3.5 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.
- 2.1.3.6 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures, or delays in securing service from an ILEC provider. 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.
- 2.1.3.7 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.1.3.8 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 2.1.3.9 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, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.1.3.10 Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clauses.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.5 Provision of Equipment and Facilities

2.1.5.1 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.2 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.5.3 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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LOCAL EXCHANGE SERVICES

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Non-routine 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 cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

2.1.8 Telecommunications Service Priority

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

2.1.9 Customer Rights

Customers have certain rights and responsibilities for the provisioning of basic local exchange service ("BLES") as set forth in Ohio Administrative Code Rule 4901:1-6-12. These rights and responsibilities include customer deposit, complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.10 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls. The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation. Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911. The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

The following charges are assessed on a per line basis:

Emergency 9-1-1 Charges	\$0.12
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2. Regulations (Cont'd)

2.2 Prohibited Uses

2.2.1 The service 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.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 The Customer shall be responsible for (Cont'd)

- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.1 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company of any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels

2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance.

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.2 Station Equipment (Cont'd)

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities (Cont'd)

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

2.5.1.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill.

2.5.1.2 The Company shall present bills for Recurring Charges monthly to the Customer.

2.5.1.3 For new customers or existing customers whose service is connected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.1.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 19 days after the postmark on the bill, are considered past due and will be subject to a late payment charge. The late payment charge will be the greater of either \$5.00, or an amount that equals 1.5% of any outstanding unpaid charges. The late payment charge will not apply to any portion of the charges disputed by the customer. The late payment charge will not be applied to balances previously assessed late payment charges, and will only be applied to the accumulated past due service balances totaling \$25.00 or more.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.2 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the PUCO in accordance with the Commission's rules of procedure.

2.5.2.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

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2. Regulations (Cont'd)

2.6 Cancellation of Service

2.6.1 Cancellation of Application for Service

2.6.1.1 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun. The special charges under this section will be calculated and applied on a case-by-case basis.

2.6.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, Customer agrees to pay to Company following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with:

- (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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2. Regulations (Cont'd)

2.7 Transfer 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.

2.8 Notices and Communications

- 2.8.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2 The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.8.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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3. SERVICE DESCRIPTIONS

3.1 Basic Local Exchange Service

The Company's Basic Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

The Company's service can not be used to originate calls to other telephone companies caller-paid information services (e.g., 900, 976). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company.

- 3.1.1 Exchange Areas Served and associated Local Calling Areas: Exchanges where Nexus Basic Local Exchange Service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.
- 3.1.2 The Company offers Local Exchange Service within the AT&T Ohio and Verizon North territories and concurs in their filed exchange areas and exchange maps.
- 3.1.3 Each customer shall have the local calling area of the normal exchange in which the customer is located.

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3. SERVICE DESCRIPTIONS

3.1 Basic Local Exchange Service

3.1.4 The Company's Basic Local Exchange Service is comprised of two different service elements, which are Switched Network Access Channel and Local Usage. These service elements are mandatory for all customers subscribing to the service.

3.1.5 Class of Service:

Basic Local Exchange Service Offering is available in two classes of service distinguished by their primary character or nature of use as well as the location to which service is provided: residential or business.

3.1.5.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarter for a combined residence and business premises.

3.1.5.2 Local Exchange Service will be classified as Business Service where the primary use is for paid commercial, professional or institutional activity and the location to which service is provided is a business or commercial location or the service number is listed as the principal or only number for a business in any telecommunications directory.

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3. Service Descriptions (Cont'd)
- 3.1 Basic Local Exchange Service (Cont'd)
- 3.1.6 Switched Network Access Channels include the following as standard and are offered in the following configurations:
- Touchtone Dialing
- One Directory Listing plus One Directory
- Presubscription (both IntraLATA and InterLATA)
- 3.1.6.1 Basic - Switched Network Access Channels provides the Customer with a single, voice-grade analog communications channel with a single telephone number.
- 3.1.7 Local Usage Services – When available, the Company's Basic Local Exchange Service subscribers may choose between two different usage plans: Per Message Calling and Unlimited Local Calling (available to residence subscribers only). Local Usage Service pertains to customer dialed calls to stations within the customer's local exchange or local calling areas as defined in this Tariff.
- 3.1.7.1 Per Message Rate – This option applies a single, per unit charge for each completed local message originated by the customer and terminating within the customer's local calling area.
- 3.1.7.2 Unlimited Local Calling – This option applies a single monthly charge for unlimited local calls. This usage option is restricted solely to residence customers.

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3. Service Descriptions (Cont'd)

3.1 Basic Local Exchange Service (Cont'd)

3.1.8 Rates and Charges

A Basic Local Exchange Service Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in this Tariff.

3.1.8.1 Non-Recurring Charges

<u>Service</u>	<u>Residence</u>	<u>Business</u>
	<u>Max</u>	<u>Max</u>
Service Connection Charge (per line)	\$60.00	\$300.00
Subsequent Account Changes (Changes, Additions per order)	\$60.00	\$100.00
Presubscription Change (all switched network Access channels)		
• Manual charge	\$ 5.50	\$5.50
• Electronic Charge	\$ 1.25	\$1.25
Line Restoral Charge	\$60.00	\$100.00

NOTE:

Non-recurring account change charges will not apply during the initial 30 day period following completion of a service order.

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

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LOCAL EXCHANGE SERVICES

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3. Service Descriptions (Cont'd)

3.1 Basic Local Exchange Service (Cont'd)

3.1.8 Rates and Charges (Cont'd)

3.1.8.1 Non-Recurring Charges

3.1.8.1.1 The following non-recurring charges are applicable to each individual exchange service being established.

<u>Local Exchange Service</u>	<u>Max</u>
Service ordering charge, per location, per occasion	\$75.00
Central office connection charge, per termination	\$75.00
Line connection charge, per termination	\$75.00

The rate for business customers will be a minimum of \$750.00 with a Maximum of \$2,000.00.

3.1.8.2 Monthly Recurring Charges

<u>Basic Line Service</u>	<u>Monthly Per Line</u>	
	<u>Business</u>	<u>Residence</u>
No. Lines	<u>Max.</u>	<u>Max.</u>
1-11	\$51.00	\$51.00

3.2 Restoral of Service

Where the service of a customer has been suspended due to violation of the company's rules and regulations or service has been suspended for non-payment of charges due, but the service has not been terminated or the order to remove the service has not been completed, such service will be restored upon payment of a restoral of service charge for a temporary suspension of service.

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LOCAL EXCHANGE SERVICES
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3. Service Descriptions (Cont'd)

3.2 Restoral of Service (Cont'd)

The non-recurring charges to restore service after a temporary suspension or after temporary interruption are as follows:

	<u>Max</u>
Service restored after temporary suspension	\$67.10
Service restored after temporary interruption	\$67.10
	<u>Non-recurring Charge</u>
Service restored after temporary suspension, simple service	\$30.20
Service restored after temporary suspension, complex service	\$67.10

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LOCAL EXCHANGE SERVICES
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3. Service Descriptions (Cont'd)

3.3 Maintenance of Service

A non-recurring charge applies for each repair visit to a customer's premises in connection with a service difficulty when the difficulty is due to a condition in the customer's equipment or facilities that the company does not maintain or repair. In particular, repair visits due to trouble in customer premises inside wire is subject to this charge. Additionally, an hourly rate, which includes travel and preparation time, applies as follows:

	<u>Max</u>
Maintenance of service Non-recurring charge, per visit	\$102.00
Each hour or fraction thereof, standard business hours	\$200.00
Each hour or fraction thereof, non-standard business hours	\$320.00
	<u>Price List</u>
Maintenance of service Non-recurring charge, per visit	\$102.00
Each hour or fraction thereof, standard business hours	\$200.00
Each hour or fraction thereof, non-standard business hours	\$320.00

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 LOCAL EXCHANGE SERVICES
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PRICE LIST

1. Local Exchange Service – Rates and Charges

1.1 Non-recurring charges

Service	Residence	Business
Service Connection Charge (per line)	\$60.00	\$300.00
Subsequent Account Changes (Changes, Additions per order)	\$60.00	\$ 75.00
Presubscription Change (all switched network Access channels)		
• Manual charge	\$ 5.50	\$ 5.50
• Electronic Charge	\$ 1.25	\$ 1.50
If a subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change		
Service ordering charge, per location, per occasion	\$70.00	\$ 70.00
Central office connection charge, per termination	\$70.00	\$ 70.00
Line connection charge, per termination	\$70.00	\$ 70.00
Line Restoral Charge	\$60.00	\$ 60.00
Optional Feature Activation (per order)	\$30.00	\$ 30.00
Service restored after temporary suspension, suspension, simple service	\$30.20	
Service restored after temporary suspension, complex service		\$67.10

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PRICE LIST

1.2 Monthly Recurring Charges
Basic Line Service

No. Lines
1-11

Monthly Per Line
\$ 49.95

1.3 Emergency 9-1-1 Charges

These charges vary by county where Emergency 9-1-1 is available and are a pass through of the charge approved by the Public Utilities Commission of Ohio for the respective ILEC whose services the Company is reselling.

The following charges are assessed on a per line basis:

Emergency 9-1-1 Charges \$0.12

1.4 Non-recurring Charge for Maintenance of Service \$102.00 per visit

Each hour or fraction thereof,
standard business hours \$200.00

Each hour or fraction thereof,
non-standard business hours \$320.00

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