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November 24, 2015

VIA DIS

Renee J. Jenkins, Secretary Public Utilities Commission of Ohio Attention: Docketing Division 180 East Broad Street Columbus, Ohio 43215-3793

Re: <u>Case No. 15-1988-TP-ATR</u>; In the Matter of the Application of First Communications, LLC to Acquire Certain Assets and Customers of Comcast Phone of Ohio, LLC

Dear Ms. Jenkins:

On behalf of First Communications, LLC, attached for filing with the Commission is the above-referenced Application.

Please acknowledge receipt and acceptance of this filing. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,

Janielle Burt

Catherine Wang Danielle Burt

Counsel for First Communications, LLC

The Public Utilities Commission of Ohio

TELECOMMUNICATIONS FILING FORM

(Effective: 9-2-2015)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of First Communications, LLC to Acquire Certain Assets and Customers of Comcast Phone of Ohio, LLC)))	TRF Docket No. 90- Case No. 15 - 1988 NOTE: Unless you have reserved a CBLANK.	
Name of Registrant(s): First Communications, LLC			
DBA(s) of Registrant(s):			
Address of Registrant(s): 3340 W Market St, Akron, OH 44	1333		
Company Web Address : http://www.firstcomm.com/			
Regulatory Contact Person(s) Shannon Dieringer		Phone (330) 835-2483	Fax
Regulatory Contact Person's Email Address sdieringer@firs	stcomm.com	1	
Contact Person for Annual Report Shannon Dieringer			Phone (330) 835-2483
Address (if different from above)			
Consumer Contact Information Shannon Dieringer			Phone (330) 835-2483
Address (if different from above)			
Motion for protective order included with filing? Yes Motion for waiver(s) filed affecting this case? Yes		Waivers may toll any automatic t	imeframe.]
Notes:			

- Section I and II are Pursuant to Chapter 4901:1-6 OAC.
- Section III Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV - Attestation.

- (1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.
- (2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.
- (3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.
- (4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the
	right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to
	the applicable rule(s).

DB1/85332658.2 Page **1** of **4**

$Section \ I-Part \ I-Common \ Filings$

Carrier Type Other (explain below)	For Pro	fit ILEC	☐ Not For I	Profit ILEC	⊠ CI	LEC
Change terms & condition existing BLES		ATA <u>1-</u> (Auto 30 da		ATA <u>1-6</u> (Auto 30 day			ΓΑ <u>1-6-14(H)</u> 30 days)
Introduce non-recurring ch surcharge, or fee to BLES	narge,						ΓΑ <u>1-6-14(H)</u> 30 days)
Introduce or Increase Late	Payment	ATA <u>1</u> -(Auto 30 day	ys)	ATA <u>1-0</u> (Auto 30 day			ΓΑ <u>1-6-14(I)</u> 30 days)
Revisions to BLES Cap.		2TA <u>1-0</u> (0 day Notic	e)				
Introduce BLES or expand service area (calling area)	l local	ZTA <u>1-0</u> (0 day Notic		O day Notice			TA <u>1-6-14(H)</u> Notice)
Notice of no obligation to facilities and provide BLE		ZTA <u>1-0</u> (0 day Notic		ZTA <u>1-6-</u> (0 day Notice			
Change BLES Rates		TRF <u>1-6</u> (0 day Notic		TRF <u>1-6-</u> (0 day Notice			RF <u>1-6-14(G)</u> Notice)
To obtain BLES pricing flo	exibility	BLS <u>1-6</u> (C)(1)(c) (Auto 30 da					
Change in boundary		ACB <u>1-</u> (Auto 14 da)		ACB <u>1-6</u> (Auto 14 day			
Expand service operation a	area						RF <u>1-6-08(G)(</u> 0 day)
BLES withdrawal							TA <u>1-6-25(B)</u> Notice)
Other* (explain)							
Section I – Part II – Cu	stomer Not	ification Of	ferings Pur	suant to Chapt	er <u>4901:1-6-7</u>	OAC	
Type of Notice	Direc	et Mail	Bill	Insert	Bill Nota	ation	Electronic Mail
☐ 15-day Notice	[
Date Notice Sent:							
Section I – Part III –IO	S Offerings	s Pursuant to	Chapter <u>49</u>	01:1-6-22 OAC	2		
IOS	Introdu	ice New	Tariff	Change	Price Cha	ange	Withdraw
	Г	_					

DB1/85332658.2 Page **2** of **4**

Section II - Part I - Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

	ILEC	CLEC	Telecommunications	CESTC	CETC
Certification	(Out of Territory)		Service Provider		
			Not Offering Local		
* See Supplemental	ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-10</u>	UNC <u>1-6-09</u>
form	* (Auto 30- day)	*(Auto 30 day)	*(Auto 30 day)	(Auto 30 day)	*(Non-Auto)

^{*}Supplemental Certification forms can be found on the Commission Web Page.

Section II - Part II - Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		ABN <u>1-6-26</u> (Auto 30 days)	ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	ACN <u>1-6-29(B)</u> (Auto 30 days)	ACN <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	ACO <u>1-6-29(E)</u> (Auto 30 days)	ACO <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	AMT <u>1-6-29(E)</u> (Auto 30 days)	AMT <u>1-6-29(E)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u> (Auto 30 days)	ATC <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u> (Auto 30 days)		CIO <u>1-6-29(C)</u> (0 day Notice)

^{*} Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to	☐ NAG <u>1-7-07</u>	☐ NAG <u>1-7-07</u>
an approved agreement	(Auto 90 day)	(Auto 90 day)
Request for Arbitration	ARB <u>1-7-09</u> (Non-Auto)	ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	ATA <u>1-7-14</u> (Auto 30 days)	ATA <u>1-7-14</u> (Auto 30 days)
Request rural carrier exemption, rural carrier	UNC <u>1-7-04</u> or 05	
suspension or modification	(Non-Auto)	
Changes in rates, terms & conditions to Pole	☐ ATA <u>1-3-04</u>	
Attachment, Conduit Occupancy and Rights-	(Auto 30 days)	
of-Way.		
	RCC	□NAG
Wireless Providers See 4901:1-6-24	[Registration &	[Interconnection
	Change in Operations]	Agreement or

DB1/85332658.2 Page **3** of **4**

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

Compliance with Commission Rules
I am an officer/agent of the applicant corporation, <u>First Communications, LLC</u> , and am authorized to make this statement on its behalf. Sandi R. Murphy (Name)
Please Cheok ALL that apply:
☑ 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.
I declare under penalty of perjury that the foregoing is true and correct.
Executed on (Date) 11/24/15 at (Location) Akronfohic Muydley (Date)
 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. Sandi R. Murphy verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge. *(Signature and Title) ** *(Signature and Title) ** *(Signature and Title) ** *(Date) 1 2 4 5 *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

Make such filing electronically as directed in Case No 06-900-AU-WVR

LIST OF EXHIBITS

Exhibit A	Existing Tariff Pages
Exhibit B	Proposed Tariff Pages
Exhibit C	Description of Changes
Exhibit D	Customer Notice
Exhibit E	Certificate of Good Standing
Exhibit F	Officers and Directors
Exhibit G	List of Ohio Exchanges Specifically Involved or Affected

EXHIBIT A

Existing Tariff Pages

Comcast Phone of Ohio, LLC d/b/a Cimco, a Division of Comcast Business Services

COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES

TITLE PAGE

LOCAL EXCHANGE SERVICES TARIFF OF COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES

Regulations and Schedule of Local Exchange Charges Applicable to Telecommunications Services Regulated by the Public Utilities Commission of Ohio

> This Tariff, Comcast Phone of Ohio, LLC PUCO Tariff No. 5, Cancels and Supersedes in its Entirety Comcast Phone of Ohio, LLC PUCO Tariff No. 3.

COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES SECTION 1
Original Sheet 1

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ISSUED: May 19, 2011

COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES SECTION 1
Original Sheet 2

1. APPLICATION OF TARIFF

1.1. GENERAL

This Tariff applies to the furnishing of Comcast Local Service by Comcast Phone of Ohio, LLC d/b/a CIMCO, a Division of Comcast Business Services (hereinafter referred to as the "Company"). Service will be provided where facilities, including but not limited to billing and technical capabilities, are available.

The provision of Comcast Local Service is subject to PUCO Rule 4901:1-6-12 regarding service requirements, and to the existing regulations, terms and conditions specified in this Tariff and in the Company's other Tariffs or Service Guides, which may be found on the Company's website at www.comcast.com/tariffs and as revised, added to, or supplemented by superseding issues.

1.2. EXPLANATION OF REVISION MARKS

The following symbols will be used throughout this Tariff for purposes of revising the tariff as indicated below:

- C To signify a regulation which has been changed
- D To signify a rate or regulation which has been discontinued
- I To signify a rate which has been increased
- M To signify a move in the location of text
- N To signify a new rate or regulation
- R To signify a rate which has been reduced
- T To signify a change in text that has not affected a change in either a rate or a regulation.

COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES SECTION 1
Original Sheet 3

1. APPLICATION OF TARIFF

1.3. **DEFINITIONS**

Certain terms used generally throughout this Tariff are defined below.

<u>Carrier</u>: A company certified by the Public Utilities Commission of Ohio (PUCO) to provide telecommunications services within Ohio.

<u>Company</u>: Comcast Phone of Ohio, LLC d/b/a CIMCO, a Division of Comcast Business Services, the issuer of this Tariff.

<u>Customer</u>: A person, firm, corporation or other entity that is authorized by the Company to use the Company's telecommunications services included in this Tariff, is responsible for payment of charges included in this Tariff, and is responsible for compliance with the Company's Tariff regulations.

Exchange: A basic unit for the administration of communication service in a specified area, called the exchange area. It usually consists of one or more central offices together with the associated plant used in furnishing communication service in that area.

<u>Monthly Charges</u>: Charges which are assessed for services included within this Tariff on a recurring monthly basis. It can be assumed that all services offered within this Tariff are charged a monthly charge unless otherwise identified.

<u>User</u>: A Customer or any other person authorized by the Customer to use service provided under this Tariff.

COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES SECTION 2
Original Sheet 1

SECTION 2 - SERVICES

2.1. APPLICATION OF RATES

2.1.1. Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff. An application for service, whether made orally, in writing, or by use of service, establishes a contract between the Company and the Customer pursuant to the terms and conditions included within this Tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Customer, without the Company's written approval.

2.1.2. CHARGES BASED ON DURATION OF USE

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls held for a fraction of a measurement increment are rounded-up to the next whole measurement unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls starts with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call and will be billed according to applicable eastern standard or eastern daylight savings time.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES SECTION 2
Original Sheet 2

SECTION 2 - SERVICES

2.1. APPLICATION OF RATES (CONT'D)

2.1.3. RATES BASED UPON DISTANCE

Where charges for a service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set or geographic coordinates, as references in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number. The airline distance between any two rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step (b) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- G. FORMULA = (V1 V2)2 + (H1 H2)2

SECTION 2 - SERVICES

2.2. SERVICE AREA

The Company's local exchange services are available only in the following geographic locations:

Verizon's service areas throughout Ohio.

The Company's service area description above in no way compels the Company to provide any service in an area where facilities or other technical factors limit the Company's ability to provide such services.

2.3. BASIC LOCAL EXCHANGE SERVICE

2.3.1. GENERAL

Basic Local Exchange Service provides Customers with 1-3 local exchange service access lines with the ability to place calls to and receive calls from parties located in the Company's Service Area described in Section 2.2, above.

2.3.2. RATE SCHEDULE

Basic Local Exchange Service Rates are applied per minute of use (Plan A) or by message (Plan B) as follows.

Plan A (Mileage Based)	Day Initial <u>Add'l</u>	Eve Initial <u>Add'l</u>	Night Initial <u>Add'l</u>
0-10 Miles	\$0.0383	\$0.0383	\$0.0383
	\$0.0910	\$0.0910	\$0.0910
11-22 Miles	\$0.0427	\$0.0427	\$0.0427
	\$0.0162	\$0.0162	\$0.0162
23+ Miles	\$0.0472	\$0.0472	\$0.0472
	\$0.0207	\$0.0207	\$0.0207

Plan B (Message Rate)

Up to 73 messages	\$0.0000
74 + plus messages	\$0.0830

COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES SECTION 2
Original Sheet 4

SECTION 2 - SERVICES

2.4. LATE PAYMENT CHARGE

The Company will assess a late payment charge equal to 1.5% of the balance due on the unpaid portion of the bill if payment is not received by the payment due date.

Late payment charges do not apply to the disputed amounts portion of unpaid balances. Undisputed amounts of the same bill may be subject to a late payment charge if they remain unpaid by the due date on the customer's bill.

The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES SECTION 2
Original Sheet 5

SECTION 2 - SERVICES

2.5. Universal Emergency Telephone Number Service (911, E911)

2.5.1. GENERAL

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruption, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.5.2. LIABILITY

- A. The Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to a Customer and there will be no recovery by a Customer for loss of business for errors or omissions in Directory Listings.
- B. In conjunction with a private listing, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not place by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES SECTION 2
Original Sheet 6

SECTION 2 - SERVICES

2.5. Universal Emergency Telephone Number Service (911, E911) (Cont'd)

2.5.2. LIABILITY (CONT'D)

C. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

EXHIBIT B

Proposed Tariff Pages

First Communications, LLC

TITLE PAGE

LOCAL EXCHANGE SERVICES TARIFF OF FIRST COMMUNICATIONS, LLC (FOR FORMER CUSTOMERS OF COMCAST PHONE OF OHIO, LLC D/B/A CIMCO, A DIVISION OF COMCAST BUSINESS SERVICES, ACQUIRED BY FIRST COMMUNICATIONS, LLC in 2016)

Regulations and Schedule of Local Exchange Charges Applicable to Telecommunications Services Regulated by the Public Utilities Commission of Ohio

This Tariff, First Communications, LLC is PUCO Tariff No. 8

LOCAL EXCHANGE SERVICES TARIFF PUCO No. 8 LLC SECTION 1

FIRST COMMUNICATIONS, LLC

Revised Sheet 1 Replacing Original Sheet 1

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Revised Sheet 2 Replacing Original Sheet 2

1. APPLICATION OF TARIFF

1.1. GENERAL

This Tariff applies to the furnishing of Local Service only to former customers of Comcast Phone of Ohio, LLC d/b/a CIMCO, a Division of Comcast Business Services, whose customer accounts were acquired by First Communications, LLC (hereinafter referred to as the "Company") in 2016. Service will be provided where facilities, including but not limited to billing and technical capabilities, are available.

The provision of this Local Service is subject to PUCO Rule 4901:1-6-12 regarding service requirements, and to the existing regulations, terms and conditions specified in this Tariff and in the Company's other applicable Tariffs or Service Guides, which may be found on the Company's website at www.firstcomm.com/tariffs and as revised, added to, or supplemented by superseding issues.

1.2. EXPLANATION OF REVISION MARKS

The following symbols will be used throughout this Tariff for purposes of revising the tariff as indicated below:

- C To signify a regulation which has been changed
- D To signify a rate or regulation which has been discontinued
- I To signify a rate which has been increased
- M To signify a move in the location of text
- N To signify a new rate or regulation
- R To signify a rate which has been reduced
- T To signify a change in text that has not affected a change in either a rate or a regulation.

LOCAL EXCHANGE SERVICES TARIFF PUCO No. 8 LLC SECTION 1

FIRST COMMUNICATIONS, LLC

Revised Sheet 3 Replacing Original Sheet 3

1. APPLICATION OF TARIFF

1.3. **DEFINITIONS**

Certain terms used generally throughout this Tariff are defined below.

<u>Carrier</u>: A company certified by the Public Utilities Commission of Ohio (P.U.C.O.) to provide telecommunications services within Ohio.

<u>Company</u>: First Communications, LLC, the issuer of this Tariff.

<u>Customer</u>: A person, firm, corporation or other entity that is authorized by the Company to use the Company's telecommunications services included in this Tariff, is responsible for payment of charges included in this Tariff, and is responsible for compliance with the Company's Tariff regulations.

<u>Exchange</u>: A basic unit for the administration of communication service in a specified area, called the exchange area. It usually consists of one or more central offices together with the associated plant used in furnishing communication service in that area.

Monthly Charges: Charges which are assessed for services included within this Tariff on a recurring monthly basis. It can be assumed that all services offered within this Tariff are charged a monthly charge unless otherwise identified.

<u>User</u>: A Customer or any other person authorized by the Customer to use service provided under this Tariff.

LOCAL EXCHANGE SERVICES TARIFF PUCO No. 8 LLC SECTION 2

FIRST COMMUNICATIONS, LLC

Revised Sheet 1 Replacing Original Sheet 1

SECTION 2 - SERVICES

2.1. APPLICATION OF RATES

2.1.1. Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff. An application for service, whether made orally, in writing, or by use of service, establishes a contract between the Company and the Customer pursuant to the terms and conditions included within this Tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Customer, without the Company's written approval.

2.1.2. CHARGES BASED ON DURATION OF USE

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls held for a fraction of a measurement increment are rounded-up to the next whole measurement unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls starts with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call and will be billed according to applicable eastern standard or eastern daylight savings time.

SECTION 2 - SERVICES

2.1. APPLICATION OF RATES (CONT'D)

2.1.3. RATES BASED UPON DISTANCE

Where charges for a service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set or geographic coordinates, as references in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number. The airline distance between any two rate centers is determined as follows:

- A. Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- B. Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C. Square each difference obtained in step (b) above.
- D. Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- E. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- G. FORMULA = $\frac{(Vl V2)2 + (Hl H2)2}{10}$

ISSUED: November 24, 2015

EFFECTIVE: November 24, 2015

SECTION 2 - SERVICES

2.2. SERVICE AREA

The Company's local exchange services are available only in the following geographic locations:

Verizon's service areas throughout Ohio.

The Company's service area description above in no way compels the Company to provide any service in an area where facilities or other technical factors limit the Company's ability to provide such services.

2.3. BASIC LOCAL EXCHANGE SERVICE

2.3.1. GENERAL

Basic Local Exchange Service provides Customers with 1-3 local exchange service access lines with the ability to place calls to and receive calls from parties located in the Company's Service Area described in Section 2.2, above.

2.3.2. RATE SCHEDULE

Basic Local Exchange Service Rates are applied per minute of use (Plan A) or by message (Plan B) as follows.

Plan A (Mileage Based)	Day Initial <u>Add'l</u>	Eve Initial <u>Add'l</u>	Night Initial <u>Add'l</u>
0-10 Miles	\$0.0383	\$0.0383	\$0.0383
	\$0.0910	\$0.0910	\$0.0910
11-22 Miles	\$0.0427	\$0.0427	\$0.0427
	\$0.0162	\$0.0162	\$0.0162
23+ Miles	\$0.0472	\$0.0472	\$0.0472
	\$0.0207	\$0.0207	\$0.0207

Plan B (Message Rate)

Up to 73 messages	\$0.0000
74 + plus messages	\$0.0830

LOCAL EXCHANGE SERVICES TARIFF PUCO No. 8 S. LLC SECTION 2

FIRST COMMUNICATIONS, LLC

Revised Sheet 4 Replacing Original Sheet 4

SECTION 2 - SERVICES

2.4. LATE PAYMENT CHARGE

The Company will assess a late payment charge equal to 1.5% of the balance due on the unpaid portion of the bill if payment is not received by the payment due date.

Late payment charges do not apply to the disputed amounts portion of unpaid balances. Undisputed amounts of the same bill may be subject to a late payment charge if they remain unpaid by the due date on the customer's bill.

The late payment charge will not be applied to previous late payment charges that have been assessed but not yet been paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

LOCAL EXCHANGE SERVICES TARIFF PUCO No. 8 LLC SECTION 2

FIRST COMMUNICATIONS, LLC

Revised Sheet 5 Replacing Original Sheet 5

SECTION 2 - SERVICES

2.5. Universal Emergency Telephone Number Service (911, E911)

2.5.1. GENERAL

This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruption, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

2.5.2. LIABILITY

- A. The Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to a Customer and there will be no recovery by a Customer for loss of business for errors or omissions in Directory Listings.
- B. In conjunction with a private listing, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not place by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.

LOCAL EXCHANGE SERVICES TARIFF PUCO No. 8 LLC SECTION 2

FIRST COMMUNICATIONS, LLC

Revised Sheet 6 Replacing Original Sheet 6

SECTION 2 - SERVICES

2.5. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (CONT'D)

2.5.2. LIABILITY (CONT'D)

C. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

EXHIBIT C

Description of Changes

On November 17, 2015, Comcast Cable Communications, LLC ("Comcast Cable"), on behalf of itself and its affiliates, including Comcast Phone of Ohio, LLC ("Comcast Phone"), and First Communications, LLC ("First Communications") entered into an Asset Purchase Agreement ("Agreement"). (Comcast Cable and Comcast Phone are referred to herein collectively as "Comcast." Comcast and First Communications are referred to hereafter as the "Parties").

Pursuant to the Agreement, the Parties propose to assign certain Comcast telecommunications assets in Ohio, including telephone service customer accounts and related data, databases, and customer records needed to support the provision of telecommunications services to those customers ("Customers"), from Comcast to First Communications (hereinafter, the "Transaction"). The specific assets that First Communications is acquiring are those that were formerly owned by CIMCO Communications, which Comcast has served since 2010 under the trade name, "CIMCO, a Division of Comcast Business Services." As a result of the assignment, First Communications will replace Comcast as the service provider to the Comcast-CIMCO Customers. Except for the sale of these assets and customer accounts, Comcast's remaining, non-CIMCO operations will be unaffected by the transaction.

Immediately following the proposed transaction, the Customers will receive service from First Communications at the same rates, terms and conditions as currently provided by Comcast. First Communications proposes to adopt the terms of Comcast's current tariff on file with the Commission (attached as **Exhibit A**) and attaches a proposed tariff as **Exhibit B**. Future changes in the rates, terms and conditions of service for Customers will be undertaken pursuant to applicable federal and state notice and tariff requirements.

Affected customers will be notified of the proposed transfer of their service to First Communications at least 30 days prior to the anticipated closing date, pursuant to Section 64.1120(e) of the rules of the Federal Communications Commission, 47 C.F.R. § 64.1120(e). A sample copy of the customer notice to be provided is attached as **Exhibit D**. First Communications will supplement this Application by filing with the Commission, once completed, an affidavit regarding the date the notices were sent by direct mail to affected customers.

DESCRIPTION OF THE PARTIES

First Communications is an Ohio limited liability company with its principal business at 3340 W Market St, Akron, OH 44333. In Ohio, First Communications is authorized to provide local exchange and interexchange telecommunications services pursuant to Certificate No. 90-9217, issued in Case no. 04-542-TP-AAC, Case No. 02-0578-TP-ACE, Case No. 99-284-CT-ATR. First Communications is also authorized by the FCC to provide international and domestic interstate telecommunications services as a non-dominant carrier. First Communications holds blanket domestic Section 214 authority and international Section 214 authority ITC-214-

19951215-00030 granted in File No. ITC-ASG-20011001-00509. FirstComm provides local, private line, and/or long distance services to both business and residential customers in 49 states and the District of Columbia. A copy of First Communications' Certificate of Good Standing from the Ohio Secretary of State is attached as **Exhibit E**.

Comcast Phone is a Delaware limited liability company with its principal place of business at One Comcast Center, Philadelphia, Pennsylvania, 19103-2838. Comcast Phone is a facilities-based local exchange carrier, and is authorized to provide local exchange, interexchange and other telecommunications services in Ohio pursuant to Certificate No. 90-9216, Case No. 03-139-TP-ACN. Comcast will retain its Ohio Certificate and will continue to offer services to other customers. Comcast Phone is a wholly owned subsidiary of, among other intermediate entities, Comcast Corporation.

PUBLIC INTEREST CONSIDERATIONS

The proposed transaction will serve the public interest. The proposed transaction will ensure that Customers continue to receive high-quality telecommunications service without interruption, and at the same rates, terms and conditions as they currently enjoy, from an experienced and qualified carrier eager to serve this segment of the market.

The proposed transaction also will assure an orderly transition of Customers from Comcast to First Communications. In accordance with the Commission rules, Customers will be properly notified of the proposed transaction and the change in their telecommunications provider.

Applicants submit that the information provided herein demonstrates that the public interest, convenience and necessity will be served by the expeditious grant of the Application. Applicants, therefore, respectfully requests that the Commission approve the transfer the above-identified assets of Comcast Phone to First Communications and, if applicable, grant a waiver of any anti-slamming regulation and any further relief the Commission deems appropriate to authorize the consummation of the Transaction described herein.

EXHIBIT D

Customer Notice





November 23, 2015

Dear Valued CIMCO Customer:

We are excited to announce that First Communications, LLC soon will become your telecommunications services provider, pursuant to an agreement between First Communications and your current provider, CIMCO, A Division of Comcast Business Services ("CIMCO"). The transfer to First Communications will occur on or after January 1, 2016, subject to the satisfaction of certain regulatory requirements. First Communications is committed to earning and keeping your business and will assure that you continue to receive the same great service and dedication to your telecommunications needs as you currently receive.

Your transition from CIMCO to First Communications requires no action on your part.

This change will be completely seamless, and you do not need to do anything in order for it to occur. Following the transfer to First Communications, you will continue to receive telecommunications services with the same features and at the same rates, terms and conditions as you currently enjoy. Any changes to your service following the transaction will be made in compliance with your contract, service terms and applicable federal and state legal and regulatory requirements. We do not anticipate that this transition to First Communications will cause you to incur any carrier change charges, but if you do, First Communications will pay them.

It is important that you be aware of the following information. You are responsible for continued payment of your monthly recurring and usage charges. If, for any reason, you should choose another provider for your telecommunications services you will need to contact that provider directly to arrange for the change before First Communications becomes your provider. Otherwise, your telecommunications service(s) will automatically be transferred without service interruption from CIMCO to First Communications. If you paid a deposit or prepayment, it will be transferred to your First Communications account. In addition, if you have a preferred carrier freeze on your account, it will be lifted to make the transfer and you will need to contact your local service provider to arrange a new freeze.

Headquartered in both Chicago, Illinois and Akron, Ohio, First Communications has been providing voice, data networking and managed services to the business community since 1998. At First Communications our commitment to customer service crosses all levels of our organization: from the associate who answers customer calls in our Akron-based Care and Repair Center; to the certified engineers in our Chicago-based Network Management Center who, around the clock, proactively monitor customer networks; to the Account Managers who

¹ "CIMCO" is the trade name of the applicable Comcast Phone affiliate operating in your state, and an indirect, wholly-owned subsidiary of Comcast Corporation.

² Generally, you can find a list of alternative providers in the telephone book or from your state public utility regulatory agency. Please note that your right to switch providers is subject to the terms of your existing contract or service order. In addition, you may incur service initiation fees from a new provider such as service order, installation and other similar charges associated with establishing a new service account.

make it their business to know our customers. It is our dedication to customers that makes First Communications a trusted partner.

If you would like more information about the transaction or the transfer of your telecommunications services from CIMCO to First Communications, please call First Communications Vice President of Customer Engagement, Jamie Rowlands, at 1-800-344-3983. Prior to the transfer, you may also continue to contact CIMCO with any questions or concerns you may have about your current services.

We at First Communications look forward to serving you.

Sincerely,

Margi Shaw President First Communications Jay Dirkmaat Vice President Comcast Business Services

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EXHIBIT E

Certificate of Good Standing

UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show FIRST COMMUNICATIONS, LLC, an Ohio Limited Liability Company, Registration Number 1011207, was organized within the State of Ohio on July 1, 1998, is currently in FULL FORCE AND EFFECT upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 24th day of November, A.D. 2015.

Ohio Secretary of State

an Husted

Validation Number: 201532801734

EXHIBIT F

Officers and Directors

Officers of First Communications, LLC:

Margi Shaw, President

Mark Sollenberger - Chief Financial Officer

Sandi Murphy – SVP, General Counsel

Officers of Comcast Phone of Ohio, LLC:

Roberts, Brian L., Chairman

Smit, Neil, President

Stemper, William, President - Business Services

Watson, David N., Chief Operating Officer

Avgiris, Catherine, Chief Financial Officer

Schwartz, Samuel, Executive Vice President and Chief Business Development Officer

Schanz, John D., Executive Vice President and Chief Network Officer

Werner, Tony G., Executive Vice President, Chief Technology Officer

Cavanagh, Michael J., Senior Executive Vice President

Cohen, David L. Senior Executive Vice President, Assistant Secretary

Block, Arthur R., Secretary and Executive Vice President

Salva, Lawrence J. Executive Vice President

Jenckes, Marcien Executive Vice President - Consumer Services

Rigdon, Gregory Executive Vice President - Content Acquisition

Evans, Alexander D. Executive Vice President - Global Corporate Development and Strategy

Strahan, William Executive Vice President - Human Resources

Kiriacoulacos, Peter Executive Vice President - Procurement

Strauss, Matthew E. Executive Vice President and General Manager - Video Services

Dordelman, William E. Senior Vice President

Dordelman, William E. Treasurer

Gitchell, Sarah, Senior Vice President and Deputy General Counsel

Gitchell, Sarah, Chief Counsel - Content Acquisition

Koles, Kathryn, Senior Vice President, Deputy General Counsel

Lewis, Jr., Gerard J. Senior Vice President, Deputy General Counsel - Chief Privacy Officer

Marcus, David, Senior Vice President - Chief Patent Officer

Pighini, Ernest A. Senior Vice President - Controller

Smith, Jeffrey E. Senior Vice President, Deputy General Counsel

Pick, Robert S. Senior Vice President - Corporate Development

Dombroski, Raymond E. Senior Vice President - Development, Deployment and Operations

Victor, Robert S. Senior Vice President - Finance and Business Operations

Croney, Steven T. Senior Vice President - Financial Operations

Leavitt, Shawn Senior Vice President - Global Benefits

Zachem, Kathryn A. Senior Vice President - Government Affairs

Topping, Andrew C., Sr. Vice President - Labor Relations, HR Compliance and Policy

Charytan, Lynn R., Senior Vice President - Legal Regulatory Affairs

Nathan, Thomas R., Senior Vice President - Litigation

Willard, Sheila R. Senior Vice President - Local Media Development

Davis, Susan Jin Senior Vice President - Product and Operations Compliance

Slinkard, Robert Senior Vice President - Product Management

Desmond, Sharon T. Senior Vice President - Revenue and Business Operations

Connell, Terrence J. Senior Vice President - Sales and Sales Operations

Nagel, Thomas F. Senior Vice President - Strategic Initiatives

Joy, Aljit Senior Vice President - Strategy and Product Development

Dankenbrink, Kristine A. Senior Vice President - Taxation

Schaefer, Eric Senior Vice President and General Manager - Communications and Data Services

Rankin, Brian A., Vice President, Chief Regulatory Counsel - Cable Division

Clancy, Michael, Vice President - Carrier Management

O'Connor, Kevin P., Vice President - Federal Tax

Aldi, Jeff Vice President - Finance

DiTrolio, Joseph F. Vice President - Financial Operations

Solis, William Vice President - National Activation Security and Repair

O'Brien, Gerald C. Vice President - Real Estate

Prewitt, Keith Vice President - Security

Miller, Phillip Vice President - Strategic Services Business Development

Benardino, John Vice President - Supply Chain

Donnelly, Thomas J. Vice President - Taxation

Loyack, Patricia A. Vice President - Voice Services

EXHIBIT G

List of Ohio Exchanges Specifically Involved or Affected

Comcast Phone of Ohio is authorized to provide service in the following areas of the state: the AT&T-Ohio service areas; the Flushing, Adena, Brilliant, Dillonvale-Mt. Pleasant, Richmond and Titonsville exchanges in the Verizon North service areas; the Centerville, Morristown and Bloomingdale exchanges in the Windstream Western Reserve service areas.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/24/2015 3:08:00 PM

in

Case No(s). 15-1988-TP-ATR

Summary: Application In the Matter of the Application of First Communications, LLC to Acquire Certain Assets and Customers of Comcast Phone of Ohio, LLC electronically filed by Ms. Danielle Burt on behalf of First Communications, LLC