



212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

October 18, 2021

Docketing Division
Public Utilities Commission of Ohio
Rates & Analysis Department, Regulatory Utility Services Division
Utility Specialist - Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

Re: Revised Application for BARR TELL USA, LLC.
Case No. 21-0970-TP-ACE

Dear Madam/Sirs:

I really appreciated the assistance that was offered last week with my Telecom Application to Provide and Offer Access/Transit services primarily to other carriers as a Facilities-Based Local and Interexchange Carrier throughout the State of Ohio.

Please accept this cover letter as I have amended the application to better address the telecommunication services that my company wishes to provide.

Specifically, please find the revisions or amendments to the Application as follows:

- 1) Revision of the TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM for CARRIER CERTIFICATION as well as the Form for a revised TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM for Non-BLES Carriers
- 2) The withdrawal of Exhibit 1-a, i.e. the Local Exchange Tariff from the original application.

“Transcending the Telecom Bar”



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- 3) The revision of the two tariffs, submitting one, i.e. amended: Access Tariff. (Formerly, Exhibit 1-a, the Local Exchange Tariff and Exhibit 1-b Carrier-to-Carrier (Access) Tariff) has been replaced with Exhibit 1, i.e. Carrier-to-Carrier (Access) Tariff
- 4) The revision of Exhibit 2 that includes amending some of the language.
- 5) The withdrawal of Exhibit 7-b, i.e. Sample Retail Bill-with Truth in Billing info and the Disconnection Notice Template. The original Retail Bill has been replaced with our Service Order.
- 6) The withdrawal of Exhibit 7-c, i.e. Customer Application to Establish Service/Letter of Authorization & E-911 Disclosure & Acknowledgement.

In addition, Exhibit 7 now has a modified Disconnection Notice for Non-payment

- 7) The withdrawal of Exhibit 8, i.e. List of Ohio ILEC Exchanges.

Please find the revised application portion attached, which is being forwarded to you for the docket.

Please let me know if it now appears correct or whether it needs further revision?

Respectfully,

A handwritten signature in black ink, appearing to read "Harold Barr", written over a horizontal line.

Harold Barr, President
Direct Tel: 516 708-0111

“Transcending the Telecom Bar”

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION
(Effective: 01/20/2011)

(Pursuant to Case No. 10-1010-TP-ORD)

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

In the Matter of the Application of Barr Tell USA LLC)
to Application for Authority to Provide Facilities-Based)
and Resold Local and Interexchange Services)
throughout the State of Ohio)

Case No. 21 - 0970 - TP - ACE

Name of Registrant(s) Barr Tell USA LLC

DBA(s) of Registrant(s) Barr Tell USA LLC

Address of Registrant(s) 218 East Park Ave. Suite 522, Long Beach, NY 11561

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

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

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff

☐ Local Tariff

☐ CESTC Tariff

☒ Carrier-to-Carrier (Access) Tariff

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

Description of Services

☐ Service provisioned via Resale

☒ Service provisioned via Facilities

☐ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of
CTS services

☒ Description of the general
geographic area served

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

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

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation

☒ Ohio Secretary of State¹ &
Certificate of Good Standing

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

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

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

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

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

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

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

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number N/A

☒ Verification that the applicant will follow federal communications commission (FCC) accounting requirements, if applicable



¹ Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

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

- ☐ Explanation as to whether rates are derived through (check all applicable):
☒ interconnection agreement ☒ retail tariffs ☐ resale tariffs
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

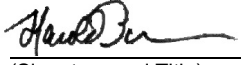
Documentation attesting to the applicant's proposed interactions with Customers

- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: <https://puco.ohio.gov/wps/portal/gov/puco/utilities/telecom/resources/competitive-local-exchange-company-clec-exchange-listing-form>)
- ☒ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation Harold Barr
(Name)
and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on October 14, 2021 at Long Beach, NY 11561

 President 10/14/2021
(Signature and Title) (Date)

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

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

Company Name BARR TELL USA LLC

Company Address 218 EAST PARK AVE., SUITE 522, LONG BEACH, NY 11561-3521

Company Web Address WWW.bartell.com

Regulatory Contact Person Harold Barr Phone 516 708-0111 Fax 212 812-6405

Regulatory Contact Person's Email Address hb@bartell.com

Contact Person for Annual Report Harold Barr Phone 516 708-0111 Fax 212 812-6405

Consumer Contact Information Customer Support Phone 866-948-6216 Fax 212 812-6405

TRF Docket No. -TP-TRF

I. Company Type (Check all applicable):

☐ Non-BLES CLEC ☐ IXC ☒ Other (explain) Offering Access and/or Transit Service to other Carriers

II. Services offered (Check all applicable):

☐ Toll services (intrastate)

☐ Local Exchange Service (i.e., residential or business bundles)

☒ Other (explain) Offering Access and/or Transit Service to other Carriers

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

☐ Toll Presubscription

☒ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*

☐ N-1-1 Service

☐ Pole Attachment and Conduit Occupancy

☐ Pay Telephone Access Lines

☐ Inmate Operator Service

☐ Telephone Relay Service

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

Part IV. – Attestation

Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.
Barr Tell USA, LLC

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

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

I declare under penalty of perjury that the foregoing is true and correct.



President

(Signature and Title)

Oct 14, 2021

(Date)

EXHIBIT LIST

EXHIBIT 1 Tariff

Intrastate Access Tariff

EXHIBIT 2 DESCRIPTION OF SERVICES

Exhibit 2-a How Service Provisioned
Exhibit 2-b Description of Proposed Services
Exhibit 2-c Statement about Provision of CTS Services
Exhibit 2-d Description of Proposed Market Area
Exhibit 2-e Explanation of How Proposed Market Area is in Public Interest
Exhibit 2-f Description of Class of Customers Served

EXHIBIT 3 BUSINESS REQUIREMENTS

Exhibit 3-a Certification Ohio Sec. of State & Good Standing Certificate
Exhibit 3-b Registration with Ohio Department of Taxation

EXHIBIT 4 DOCUMENTS ATTESTING TO FINANCIAL VIABILITY

Exhibit 4-a Executive summary
Exhibit 4-b Pro Forma Income Statement and Projection

EXHIBIT 5 MANAGERIAL ABILITY AND CORPORATE STRUCTURE

Exhibit 5-a	Tech & Managerial Expertise providing Services, i.e. the Curriculum Vitae of its Officers
Exhibit 5-b	Corporate Structure and Ownership
Exhibit 5-c	Similar Operations in Other States
Exhibit 5-d	Verification Records Maintained in Accordance with GMP

Exhibit 5-e Compliance with Affiliate Transaction Requirements

EXHIBIT 6
DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH
CARRIERS

Exhibit 6-a Rate Derivation

Exhibit 6-b Explanation Service Areas Approved Interconnection or Resale Agreement

Exhibit 6-c Notarized Affidavit accompanied by bona fide letters requesting a proposed negotiation timeline for construction, interconnection, and offering of service to end users.

EXHIBIT 7
DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH
CUSTOMERS

7-a	EXPLANATION OF REQUIRED PAYMENTS
7-b	CUSTOMERS EXPLANATION OF REQUIRED PAYMENTS
7-c	SERVICE ORDER FORM
7-d	DISCONNECTION NOTICE

EXHIBIT 1
ACCESS TARIFF

REGULATIONS AND
SCHEDULE OF INTRASTATE
CHARGES
APPLYING TO INTRASTATE
ACCESS SERVICES
WITHIN THE STATE OF OHIO
PROVIDED BY
BARR TELL USA, LLC

PRINCIPLE OFFICE

Barr Tell's principle office in its serving territory is located at 218 East Park Ave., Suite 522, Long Beach, NY 11561. This Tariff is available for public inspection at the above address during regular business hours.

ISSUED: **ISSUEDATE**

EFFECTIVE: **EFFDATE**

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

Harold Barr, President
Barr Tell USA, LLC
218 East Park Ave., Suite 522
Long Beach, NY 11561

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CHECKSHEET

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1	Original	40	Original	79	Original
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26	Original	65	Original		
27	Original	66	Original		
28	Second	67	Original		
29	Original	68	Original		
30	Original	69	Original		
31	Original	70	Original		
32	Original	71	Original		
33	Original	72	Original		
34	Original	73	Original		
35	Original	74	Original		
36	Original	75	Original		
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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3 revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 1
 - 1.1
 - 1.1.1
 - 1.1.1.1
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*) There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form 10XXX, 10XXXXX, 950-OXXX, or 950-IXXX.

ACCESS MINUTES - Denotes that usage of exchange facilities in intrastate service for the purpose of calculating chargeable usage.

ACCESS TANDEM - A switching system that provides a traffic concentration and distribution function for originating or terminating traffic between end offices and a Customer's premises.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER OR COMMON CARRIER - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

CENTRAL OFFICE - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination.

COMMISSION or PUCO — Public Utilities Commission of Ohio.

COMPANY — Barr Tell USA, LLC

CUSTOMER - Any individual, partnership, association, corporation or other entity, which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for termination of Access Services.

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SECTION 1 - DEFINITIONS (CONT'D)

END OFFICE SWITCH - A Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

INTRASTATE COMMUNICATIONS - Any communication, which originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

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SECTION 1 - DEFINITIONS (CONT'D)

MESSAGE - A Message is a Call as defined above.

ORIGINATING DIRECTION - The use of Switched Access Service for the origination of calls from an End User premises to a carrier's premises.

POINT OF TERMINATION - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

TERMINATING DIRECTION - The use of Switched Access Service for the completion of calls from a carrier's premises to an End User premises.

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

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SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

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

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

2.1.1 Liability of the Company

In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- 2.1.1.1 The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to the Incumbent Local Exchange Carrier's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by The Company, shall not result in the imposition of any liability upon The Company.

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SECTION 2 - RULES AND REGULATIONS (CON1'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (CONT'D)

2.1.1.2 Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

2.1.1.3 The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. The Company will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than The Company, that furnishes services, facilities, or equipment used in connection with The Company's services or facilities.

2.1.1.4 Except as expressly provided in this tariff, The Company makes no expressed or implied representations, or warranties, including any warranties regarding merchantability or fitness for a particular purpose.

2.1.1.5 In no event shall The Company be liable to customer for special, incidental, indirect, consequential, or punitive damages (including without limitation, lost profits or revenue).

ISSUED: **ISSUEDATE**

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 UNDERTAKING OF THE COMPANY (CONT'D)

2.1.1 Liability of the Company (CONT'D)

2.1.1.6 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 its 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.

2.1.2 Limitation of Liability

2.1.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.1.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non- performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

ISSUED: **ISSUEDATE**

EFFECTIVE: **EFFDATE**

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Case No

Harold Barr, President
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

- 2.2.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.
- 2.2.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 USE OF FACILITIES AND SERVICE

2.3.1 Use of Service

- A. Service may be used for any lawful purpose by the Customer or by any End User.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C. Recording telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- D. Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customers option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
 - 1. Service may be used for any lawful purpose by the Customer or by any End User.
 - 2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
 - 3. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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2.3 USE OF FACILITIES AND SERVICE (CONT'D)

2.3.2 Limitations

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

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2.3 USE OF FACILITIES AND SERVICE (CONT'D)

2.3.3 Customer-Authorized Use

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

2.3.4 Use and Ownership of Equipment

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

2.4 MINIMUM PERIOD OF SERVICE

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 PAYMENT FOR SERVICE RENDERED

- 2.5.1 Customer bills will contain all of the information required by O.A.C. 4901:1-6. The Company will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-112% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to The Company's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.
- 2.5.3 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.4 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 DEPOSITS

2.6.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill, plus thirty percent (30%) of estimated monthly recurring charges, where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a customer has established good credit with that utility, except as herein restricted:

2.6.1.1 A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 DEPOSITS (CONT'D)

2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

2.6.2 Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.6.3 Interest on Deposits

Deposits held will accrue interest and will be refunded to the customer after twelve consecutive months of payment.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 CUSTOMER COMPLAINTS AND BILLING DISPUTES

In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to the Company within eighteen (18) months of the Bill Date unless the Customer provides documentation after that timeframe. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. The Company shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and the Company's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by the Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.8 INSPECTION, TESTING AND ADJUSTMENT

- 2.8.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.8.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER

2.9.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.9.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

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2.9 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.9.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.9.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

2.9.5 Design of Customer Services

The Customer shall be responsible for its own expense for The overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.9.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.9.7 Jurisdictional Reports

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

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

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

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.9.7 Mixed Interstate and Intrastate Access Service (CONT'D)

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.9.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

- a. For nonrecurring chargeable rate elements, multiply the percent intrastate use times the quantity of chargeable elements times the state tariff rate per element.
- b. For usage sensitive chargeable rate elements, multiply the percent intrastate use times actual use (measure or Company assumed average use) times the stated rate.

2.9.8 Identification and Rating of Toll VoIP-PSTN Traffic

(A) Scope

This section governs the identification and billing of Toll VoIP-PSTN Traffic, unless the parties have agreed otherwise, pursuant to the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (November 18, 2011) ("FCC November 18th Order") and the Second Order on Reconsideration in WC Docket Nos. 10-90, etc., FCC Release No. 12-47 (April 25, 2012). This section of the tariff does not preclude carriers from negotiating different rates, terms and conditions governing compensation for Toll VoIP-PSTN traffic. This tariff does not supersede rates, terms and conditions governing compensation for Toll VoIP-PSTN traffic in existing interconnection agreements.

(1) For purposes of this tariff section, "Toll VoIP-PSTN Traffic" is defined, consistent with 47 C.F.R. § 51.913, as interexchange (access) telecommunications traffic exchanged between Company and another telecommunications carrier in Time Division Multiplexing ("TDM") format that originates and/or terminates in IP format. Telecommunications traffic originates and/or terminates in IP format if it originates from and/or terminates to an end-user customer of a service that requires Internet protocol-compatible customer premises equipment. The Company does not originate or terminate traffic in IP format.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.9.8 Identification and Rating of Toll VoIP-PSTN Traffic (CONT'D)

(B) Interstate and Intrastate Rates Apply

(1) Intrastate, interexchange Toll VoIP-PSTN Traffic identified in accordance with this tariff section that terminates to the Company will be billed at rates equal to the Telephone Company's applicable tariffed interstate switched access rate as specified in Section 3.9 of the Company's Tariff F.C.C. No. 1.

(2) Effective July 13, 2012, intrastate, interexchange Toll VoIP-PSTN traffic identified in accordance with this tariff section that originates from the Company will be billed at the applicable tariffed intrastate switched access rates as specified in Section 7 until June 30, 2014.

(C) Calculation and Application of Percent-VoIP-Usage Factors

The intrastate Toll VoIP-PSTN traffic minutes of use ("MOU") to which interstate rates will be applied under this section will be determined by the Company by calculating a Percent VoIP Usage ("PVU") factor to be applied to the total intrastate access MOU exchanged between the Company and the Customer, as follows:

(1) The Customer will calculate and furnish to the Company a factor (the "PVU-C") representing the percentage of the total intrastate access MOU that the Customer exchanges with the Company in Ohio that originated from an end-user customer using a service that requires Internet protocol-compatible customer premises equipment or that the Customer receives from the Company in Ohio and that is terminated by the Customer to an end-user customer using a service that requires Internet protocol-compatible premises equipment.

(2) The Company will calculate a factor (the "PVU-T") representing the percentage of the Company's total intrastate access MOU that the Company exchanges with the Customer in Ohio that originated from an end-user customer using a service that requires Internet protocol-compatible customer premises equipment or that the Customer receives from the Company in Ohio and that is terminated by the Customer to an end-user customer using a service that requires Internet protocol-compatible premises equipment.

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2.9 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.9.8 Identification and Rating of Toll VoIP-PSTN Traffic (CONT'D)

(C) Calculation and Application of Percent-VoIP-Usage Factors (CONT'D)

(3) The Company will use the PVU-C and the PVU-T factors to calculate an effective PVU factor that represents the percentage of total intrastate access MOU exchanged between the Company and the Customer that is originated and/or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The effective PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-T factor times (1.0 minus the PVU-C factor). The Company will apply the effective PVU factor to the total originating and/or terminating intrastate access MOU exchanged with the Customer to determine the number of Toll VoIP-PSTN traffic MOUs.

(4) The Customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic.

(5) The PVU information and supporting documentation supplied by the Customer shall be based on information that is independently verifiable by the Company, including but not limited to the number of the Customer's or an underlying service provider's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail or other relevant and verifiable information. The Company may reject unverified or unverifiable assertions that the traffic is VoIP-PSTN Traffic.

(6) The Customer shall retain the call detail, work papers and information used to develop the PVU factors for a minimum of one year.

(7) If the Customer does not furnish the Company with a PVU-C factor, along with the relevant and verifiable supporting documentation described above, the Company will utilize a PVU factor equal to the Company's PVU-T.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.9.8 Identification and Rating of Toll VoIP-PSTN Traffic (CONT'D)

(C) Calculation and Application of Percent-VoIP-Usage Factors (CONT'D)

(8) In the event that the Customer fails to provide satisfactory demonstration of the PVU factors consistent with this tariff, the Company shall bill and the Customer shall pay intrastate access rates until such time as the Customer complies with the tariff and provides satisfactory information. In the event that the Customer provides satisfactory information subsequently, the interstate access rates shall apply prospectively as of the next billing period and retroactively back to the date upon which the dispute of the Customer's demonstration of the PVU factors commenced. In the event of a dispute, the Customer shall pay the Company's intrastate access rates pending the resolution of such dispute, subject to refund by the Company.

(D) Initial Implementation of PVU Factors

(1) The Company will apply PVU factors on the next bill date provided that the PVU factors and the relevant and verifiable supporting documentation described above are provided to the Company no later than one month after the effective date of this tariff. Factors that are received less than 15 days before the next bill date, will be applied on the bill date following the next bill date.

(2) The Company will provide credits based on the PVU factors on a quarterly basis until such time as the billing system modifications can be implemented.

(E) PVU Factor Updates

The Customer may update the PVU factors quarterly using the method and reporting requirements forth in (C)(1), (2), (3) and (4) preceding. If the Customer chooses to submit such updates, it shall forward to the Company, no later than 15 days after the first of January, April, July and/or October of each year, revised PVU factors based on data for the prior three months, ending the last day of December, March, June and September, respectively. The revised PVU factors will serve as the basis for future

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2.9 OBLIGATIONS OF THE CUSTOMER (CONT'D)

2.9.8 Identification and Rating of Toll VoIP-PSTN Traffic (CONT'D)

(E) PVU Factor Updates (CONT'D)

billing and will be effective on the next bill date, and shall serve as the basis for subsequent monthly billing until superseded by new PVU factors. No prorating or back billing will be undertaken based on the updated PVU factors.

(F) PVU Factor Verification

(1) Not more than two times in any year, the Company may request from the Customer a description of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates or terminates calls in IP format, and other information used to determine the Customer's PVU factors furnished to the Company in order to validate the PVU factors supplied. The Customer shall comply, and shall reasonably supply the requested data and information within 15 days of the Company's request.

(2) Not more than two times in any year, the Customer may request from the Telephone Company a description of the process used to determine the PVU factors, the call detail records, description of the method for determining how the end user originates or terminates calls in IP format, and other information used to determine the Company's PVU factors furnished to the Customer in order to validate the PVU factors supplied. The Company shall comply, and shall reasonably supply the requested data and information within 15 days of the Customer's request.

(G) PVU Factor Implementation

If a PVU factor calculated and submitted in accordance with the terms of this tariff is provided by the Customer, but cannot be implemented in the Company's billing systems upon the effective date of this tariff provision, the Company will adjust the Customer's bills to reflect the PVU retroactively to the effective date of this tariff provision.

2.10 DETERMINATION OF MILEAGE

Service for which rates are mileage sensitive are rated on the airline distance between the Company's switch location and Customer-designated premises or the end office of the Customer-designated premises.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 DISCONNECTION AND TERMINATION OF SERVICE

2.11.1 Disconnection of Service Without Notice

The Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud the Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

The Company will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If the Company is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customers right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. The Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 DISCONNECTION AND TERMINATION OF SERVICE (CONT'D)

2.11.2. Disconnection of Service Requiring Notice

Disconnection notices issued by the Company will comply with the requirements of Rule O.A.C. 4901:1-6, and will inform the Customer facing service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of service. It must also inform the Customer of the Company's legal obligation to provide service to customers whose access service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

2.11.2.1 The Company may disconnect service for any of the following reasons, other than for non-payment, provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than thirty (30) days in which to remove the cause for disconnection:

- 2.11.2.1.A Non-compliance with Regulations. For violation of or noncompliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.
- 2.11.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
- 2.11.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.
- 2.11.2.1.D Failure to meet the utility's deposit and credit requirements.
- 2.11.2.1.E For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least seven (7) days notice, in which to make settlement before his service is denied.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 DISCONNECTION AND TERMINATION OF SERVICE (CONT'D)

2.11.2. Disconnection of Service Requiring Notice (CONT'D)

2.11.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.11.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 UNLAWFUL USE OF SERVICE

- 2.12.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
- 2.12.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.12.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.12.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.
- 2.12.3 Service shall not be used in any mariner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to end users, provides a two-point communications path between a Customer's premises and an end user's premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an end user's premises to a Customer's premises, and to terminate calls from a Customer's premises location to an end user's premises.

3.2 PROVISION AND DESCRIPTION OF SWITCHED ACCESS SERVICE ARRANGEMENTS

Switched Access Service is provided in the following service type:

3.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS-1 level and provides trunk-side access to Company Local Switching center switches, with an associated uniform 101XXXX Access Code for the Customer's use in originating and terminating communications. Basic FGD service will be provided with SS7 (Multi-Frequency In Band Signaling is also available as a Common Switching Option for Feature Group D). End users of the Customer's service may also originate calls to certain FGD Access Customers without dialing the 101XXXX Access Code if the end user is presubscribed, as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 101XXXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No Access Code is required for calls to a Customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for Presubscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's end user shall be a seven or ten digit number for calls in the North America Numbering Plan (NANP), except for 00-dialed calls which are routed to the predesignated Customer. For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of the numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the Local Switching Center is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.2 PROVISION AND DESCRIPTION OF SWITCHED ACCESS SERVICE ARRANGEMENTS (CONT'D)

3.2.1 Feature Group D (FGD) Access (Cont'd)

When the 101XXXX A-Code is used, FGD switching also provides for dialing the digit 0 (zero) for access to the Customer's operator, 911 for access to the Company's emergency service or the end-of-dialing digit (#) for cut-through access to the Customer's premises.

In addition, at the option of the Company, Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature may be made available. Under Feature Group D with 950 Access, end users may originate calls by dialing the 950-XXXX Access Code specified to a particular Interexchange Carrier, provided that the Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access (Feature Group B) Common Switching Optional Feature. If the end user is presubscribed to that Interexchange Carrier, no Access Code is necessary.

3.2.2 Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionally. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

3.2.3 Rate Categories

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

- Switched Transport (described in Section 3.2.3(A) following)
- End Office (described in Section 3.2.3(B) following)
- Chargeable Optional Features (described in Section 3.2.3(C) following)

The following is a description of the components of Switched Access Service and the manner in which the components are combined to provide a complete Access Service.

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(CONT'D)

3.2.3 Rate Categories (Cont'd)

A. Switched Transport

The Switched Transport rate category establishes the charges related to the transmission and tandem switching facilities between the customer designated premises and the end office switch(es), which may be a Remote Switching Module(s) or WATs Serving Office, where the customer's traffic is switched to originate or terminate the customer's communications.

Switched Transport is a two-way voice frequency transmission path composed of facilities determined by the Telephone Company. The two-way voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the customer designated premises) and in the terminating direction (from the customer designated premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz. The Customer must specify the choice of facilities (i.e., Voice Grade 2 or 4 wire or High Capacity DS1 or DS3) to be used in the provision of the Direct Trunked Transport or Entrance Facility.

The Customer must specify when ordering (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the type of Direct Trunked Transport and whether it will overflow to Tandem Switched Transport when service is directly routed to an end office, (3) the type of Entrance Facility, (4) the directionality of the service, and (5) when multiplexing is required, the hub(s) at which the multiplexing will be provided.

When service is to be routed through an access tandem switch, the facility between the serving wire center and the tandem will be provided as Direct Trunked Transport.

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3.2.3 Rate Categories (Cont'd)

A. Switched Transport (Cont'd)

Direct Trunked Transport is available at all tandems and at all end offices.

When more than one Telephone Company is involved in providing the Switched Access Service, the Switched Transport rates are applied as set forth herein.

The Switched Transport Rate Category includes five classes of rate elements: (1) Entrance Facility, (2) Direct Trunked Transport, (3) Tandem-Switched Transport (4) Multiplexing and (5) Residual Interconnection Charge.

(1) Entrance Facility

The Entrance Facility recovers a portion of the costs associated with a communications path between a customer designated premises and the serving wire center of that premises. Included as part of the Entrance Facility is a standard channel interface arrangement which defines the technical characteristics associated with the type of facilities to which the access service is to be connected at the customer designated premises and the type of signaling capability, if any.

Three types of Entrance Facility are available: (1) Voice Grade 2 or 4 wire (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps) and (3) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a DS3 Entrance Facility is provided is twelve months.

One charge applies for each Entrance Facility that is terminated at a customer designated premises. This charge specified in Section 7 following will apply even if the customer designated premises and the serving wire center are collocated in a Telephone Company building.

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(CONT'D)

3.2.3 Rate Categories (Cont'd)

A. Switched Transport (Cont'd)

(1) Entrance Facility (Cont'd)

If the serving wire center for the customer designated premises is that of another local exchange carrier, an Entrance Facility charge will not be billed by the Company.

A Customer's Switched Transport may be connected to the Entrance Facility of another customer, providing the other customer submits a letter of authorization for this connection and assumes full responsibility for the cost of the Entrance Facility.

(2) Direct Trunked Transport

The Direct Trunked Transport rate elements recover a portion of the cost associated with the communications path between a serving wire center and an end office or serving wire center and a tandem on circuits dedicated to the use of a single customer.

Direct Trunked Transport is available to all tandems and to all end offices of the Company.

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(CONT'D)

3.2.3 Rate Categories (Cont'd)

A. Switched Transport (Cont'd)

(2) Direct Trunked Transport (Cont'd)

Three types of Direct Trunked Transport are available: (1) Voice Grade (an analog channel with an approximate bandwidth of 300 to 3000 Hz), (2) High Capacity DS1 (an isochronous serial digital channel with a rate of 1.544 Mbps), and (3) High Capacity DS3 (an isochronous serial digital channel with a rate of 44.736 Mbps). The minimum period for which a High Capacity DS3 Direct Trunked Transport is provided is twelve months.

High Capacity DS3 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS3 to DS1 multiplexing. Additionally, DS1 Direct Trunked Transport can not be terminated at end offices that are not identified as hub offices that provide DS1 to Voice Grade multiplexing or are not electronic end offices. Offices that provide multiplexing are identified in NECA Tariff F.C.C. No. 4, Wire Center Information.

Direct Trunked Transport rates consist of a Direct Trunked Facility rate specified in Section 7 following which is applied on a per mile basis and a Direct Trunked Termination rate specified in Section 7 which is applied at each end of each measured segment of the Direct Trunked Facility (e.g., at the end office, hub, tandem, and serving wire center). When the Direct Trunked Facility mileage is zero, neither the Direct Trunked Facility rate nor the Direct Trunked Termination rate will apply.

The Direct Trunked Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of the interoffice circuits.

The Direct Trunked Termination rate specified Section 7 following recovers a portion of the costs of the circuit equipment that is necessary for the termination of each end of the Direct Trunked Facility.

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(CONT'D)

3.2.3 Rate Categories (Cont'd)

A. Switched Transport (Cont'd)

(3) Tandem-Switched Transport

The Tandem-Switched Transport Rate is assessed upon customers for the use of transport from a serving wire center to an end office that is switched at a Telephone Company access tandem. The Tandem-Switched Transport rate shall also be assessed for transport between a Telephone Company access tandem and end office, between a host end office and a remote end office and between a FGA dial tone office and other end offices in the local calling area. Tandem-Switched Transport consists of circuits used in common by multiple customers from the Telephone Company access tandem to an end office. The Tandem-Switched Transport Rate includes five subelements, a Tandem-Switched Transport - Facility, a Tandem-Switched Transport - Termination, Tandem Switching Rate, Common Multiplexing, and Tandem Trunk Port. The Tandem-Switched Transport - Facility is usage rated and distance-sensitive, i.e., a per access minute per airline mile rate. The rate recovers costs of the transmission facilities, including intermediate transmission circuit equipment, between the end points of the circuit. The Tandem-Switched Transport - Termination is a usage rated, per minute rate to recover costs incurred at the ends of the transmissions links. The Tandem Switching Rate is a usage rated, per minute rate to recover a portion of the tandem switching costs. The Tandem Switching Rate is not applicable for transport between a host end office and a remote end office or to FGA Transport. For Tandem Switched Transport, a Common Multiplexing Rate will be assessed to all minutes of use from the Telephone Company Access Tandem to an end office. The Common Multiplexing rate recovers multiplexing costs on the end office side of the tandem. The Common Trunk Port provides for the use of common end office trunk ports for the termination of common transport trunks for tandem or end office routed traffic. The Dedicated Trunk Port provides for termination of a dedicated trunk as a trunk side arrangement to an end office or provides access into the access tandem at the serving wire center side of the switch.

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(CONT'D)

3.2.3 Rate Categories (Cont'd)

A. Switched Transport (Cont'd)

(4) Multiplexing

DS3 to DS1 Multiplexing charges specified in Section 9 following apply when a High Capacity DS3 Entrance Facility or High Capacity DS3 Direct Trunked Facility is connected with High Capacity DS1 Direct Trunked Transport. The DS3 to DS1 multiplexer will convert a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing. DS1 to Voice Grade Multiplexing charges apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Facility is connected with Voice Grade Direct Trunked Transport. However, a DS1 to Voice Grade Multiplexing charge does not apply when a High Capacity DS1 Entrance Facility or High Capacity DS1 Direct Trunked Transport is terminated at an electronic end office and only Switched Access Service is provided over the DS1 facility (i.e., Voice Grade Special Access channels are not derived). The DS1 to Voice Grade multiplexer will convert a 1.544 Mbps channel to 24 Voice Grade channels.

Multiplexing is only available at wire centers identified in NECA Tariff F.C.C No. 4, Wire Center Information.

(5) Residual Interconnection Charge

The Residual Interconnection Charge recovers the costs associated with Local Transport that are not recovered by the Entrance Facility, Direct Trunked Transport, Tandem Switched Transport, Multiplexing, or dedicated signaling (i.e., SS7) rates. The Residual Interconnection Charge specified in Section 7 following applies to both Tandem Switched and Direct Trunked access minutes of use.

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3.2.3 Rate Categories (Cont'd)

B. End Office

The End Office rate category establishes the charges related to the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office.

(1) Local Switching

The Local Switching rate element establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the terminations of calls at Telephone Company Intercept Operators or recordings, the STP costs, and the SS7 signaling function between the end office and the Signaling Transfer Point.

Where end offices are appropriately equipped, international dialing may be provided as a capability associated with Local Switching which provides local dial switching for Feature Group D. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

The Local Switching rate is as set forth in the Section 7 following.

(2) Common End Office Trunk Port

Provides for the termination of Tandem Switched Transport to an end office. Access minutes for all Switched Access Service subject to common End Office Trunk Port will be multiplied by the per minute of use rate.

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3.2 PROVISION AND DESCRIPTION OF SWITCHED ACCESS SERVICE ARRANGEMENTS
(CONT'D)

3.2.3 Rate Categories (Cont'd)

B. End Office (Cont'd)

(3) Dedicated End Office Trunk Port

Provides for the termination of Direct Transport trunks at the end office and is applied monthly, per activated trunk.

(4) Information Surcharge

Information Surcharge rates are assessed to a Customer based on the total number of access minutes. Information Surcharge rates are as set forth in Section 7 following.

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(CONT'D)

3.2.3 Rate Categories (Cont'd)

C. Chargeable Optional Features

Following is a description of the rate categories for the facilities required to provide Switched Access Services to the Customer.

(1) Where facilities permit, the Company will, at the option of the Customer, provide the following chargeable optional features.

(a) 8YY Toll Free Database Access Service

8YY Toll Free Database Access Service is provided to all Customers in conjunction with FGD switched access service. The term "8YY Toll Free Database Service" denotes a toll-free originating Trunkside Access Service when the 8YY service Access Code (i.e. 800, 822, 833, 844, 855, 866, 877 or 888 as available) is used. When a 1+8YY+NX-XXXX toll free call is originated by an end user, the Company will utilize the Signaling System 7 (SS7) network to query an 8YY Toll Free series database to identify the Customer to whom the call will be delivered and provide vertical features based on the dialed ten digits. The call will then be routed to the identified Customer over FGD switched access.

A Query charge, as set forth in Section 7 of this tariff, is assessed for each query launched to the database which identifies the Customer to whom the call will be delivered.

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3.2 PROVISION AND DESCRIPTION OF SWITCHED ACCESS SERVICE ARRANGEMENTS
(CONT'D)

3.2.4 Descriptions and Application of Rates

A. Rate Schedules for Multiple Incumbent Local Exchange Carrier Territories

Rates and charges in Section 7 are stated in subsections 7.2 through 7.5. These rates and charges apply to access service provided in the respective Incumbent Local Exchange Carriers' territories:

AT&T Ohio

Frontier North, Inc.

United Telephone Company of Ohio d/b/a CenturyLink

Cincinnati Bell Telephone Company

B. Recurring Rates

- (1) Usage Rates for Switched Access Service are rates that apply on a per access minute or a per call basis. Access minute charges and per call charges are accumulated over a monthly period.
- (2) Flat Rates for Switched Access Service are rates that apply on a per month per rate element basis.

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3.2.4 Descriptions and Application of Rates (Cont'd)

C. Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for a specific work activity (i.e., installation or change to an existing service). The types of nonrecurring charges that apply for Switched Access Service are: installation of service and service rearrangements. These charges are in addition to the Access Order Charge as specified in Section 7.1 following.

(1) Installation of Service

A nonrecurring installation charge, as set forth in Section 7 following, will be applied at the service wire center for each Entrance Facility installed.

(2) Service Rearrangements

All changes to existing services other than changes involving administrative will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charge described in (1) preceding will apply for this work activity.

For conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency address signaling, nonrecurring charges will apply as set forth in Section 7.

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3.2 PROVISION AND DESCRIPTION OF SWITCHED ACCESS SERVICE ARRANGEMENTS (CONT'D)

3.2.5 Billing Validation Service

The Company shall arrange to have its billing validation data stored in one of the existing Line Information Databases (LIDBs). It will be the responsibility of the Customer to identify this database through established industry procedures and to query the billing validation data in the LIDB. Based on the received query information, the LIDB will respond with an SS7 formatted confirmation of validity or denial for the requested billing option. Access in LIDB provides Customer with potential toll fraud detection.

The LIDB will contain a record for every working line number and Billed Number Group served by the Company.

The Company will update the LIDB information on a daily basis.

LIDB service is provided on an on-line, call-by-call basis. Company data accessed from the LIDB shall remain the sole property of the Company and may not be stored or reproduced by the Customer for any reason.

The Company will have procedures in place to deactivate billing validation data in the event that it is being used fraudulently.

3.2.6 Acceptance Testing

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of the installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

3.2.7 Ordering Options and Conditions

Access Service is ordered under the Access Order provisions set forth in Sections 3.2.1 and 3.2.2 above.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.3 OBLIGATIONS OF THE COMPANY

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provision of Switched Access service. These obligations are as follows:

3.3.1 Network Management

The Company will administer its network to ensure the provision of acceptable service levels to all telecommunications users of the Company's network Services. Generally, service levels are considered acceptable only when both end users and Customers are able to establish connections with little or no delay encountered within the Company network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.2 above.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused network congestion, which could result in discontinuance of service under Section 2.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.4 SWITCHED ACCESS OPTIONAL FEATURES

Following are descriptions of the various optional features that are available in lieu of, or in addition to, the standard features provided with the Feature Groups for Switched Access Service.

3.4.1 Nonchargeable Optional Features

A. Signaling System Seven (SS7)

This option provides out-of-band transmission of SS7 protocol signaling information between the Local Switching center switching system and the Customer's designated premises. Prior to installation of any SS7 circuits, the Customer must agree to participate in SS7 certification testing. The Company will provide a testing plan to the Customer, and reserves the right to deny SS7 connectivity if the Customer's circuits do not meet the testing requirements.

B. Supervisory Signaling

Where the transmission parameters permit, and where signaling conversion is required by the Customer to meet its signaling capability, the Customer may order an optional supervisory signaling arrangement in the form of Multi-frequency (MF) Signaling for each transmission path.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.4 SWITCHED ACCESS OPTIONAL FEATURES (CONT'D)

3.4.2 Feature Group D Optional Features

A. Common Switching Optional Features

- (1) Alternate Traffic Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a direct access Trunk group, with additional traffic overflowing to the access Tandem Trunk group and then to a Customer designated premises. Multiple Customer premises Alternate Routing is also available where originating traffic from a Local Switching Center is directed via a Trunk group to a Customer designated premises until that group is fully loaded, and then additional originating traffic from the same Local Switching center or access tandem is delivered via a different Trunk group to a second Customer designated Premise. The Customer shall specify the last Trunk CCS desired for the high use group.
- (2) Automatic Number Identification (ANI): This option provides the automatic in-band transmission signaling of a seven or ten digit number and information digits to the Customer's premises for calls originating in the LATA for the identification of the calling station. The ANI feature is a Local Switching center software function which is associated on a call-by-call basis with: 1) all individual transmission paths in a trunk group routed directly between a Local Switching Center and a Customer's premises; or where technically feasible, 2) all individual transmission paths in a Trunk group between and Local Switching Center and an Access Tandem, and a Trunk group between and Access Tandem and a Customer's premises.

The ten-digit ANI telephone number consists of the Numbering Plan Area (NPA) plus the seven-digit ANI telephone number. The ten-digit ANI telephone number will be transmitted on all calls except those identified as multi-party line or ANI failure in which case only the NPA will be transmitted.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.4 SWITCHED ACCESS OPTIONAL FEATURES (CONT'D)

3.4.2 Feature Group D Optional Features (Cont'd)

A. Common Switching Optional Features (Cont'd)

- (3) Cut-Through: This option allows end users of the Customer to reach the Customer's premises by using the end of dialing digit (#) at the end of the dialing sequence. The Company will not record any other dialed digits for these calls.
- (4) Service Class Routing: This option provides the capability of directing originating traffic from a Local Switching Center to a Trunk group to a Customer designated premises, based on the line class of service and service prefix indicator. A domestic Interexchange Carrier may not order more than four different routes per Local Switching Center or Access Tandem. An international Interexchange Carrier may order up to four additional routes.
- (5) Feature Group D with 950 Access (Feature Group B): This option, if made available by the Company, provides for the routing of originating calls, dialed using a 950-10XX or 950-1XXX Access Code, to the FGD Customer using FGD signaling protocols and technical specification. The Customer is responsible for distinguishing between standard FGD calls and 950-dialed calls delivered over the same trunks.
- (6) Basic Initial Address Message Delivery: This option permits the following optional SS7 signaling call setup parameters: User Service Information, Called Party Number, calling Party Number, Charge Number, Originating Line Information, Transit Network Selection, Carrier Selection, Service Code and Access Transport.

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SECTION 3 - SWITCHED ACCESS SERVICE

3.4 SWITCHED ACCESS OPTIONAL FEATURES (CONT'D)

3.4.2 Feature Group D Optional Features (Cont'd)

A. Common Switching Optional Features (Cont'd)

- (7) Called Directory Number Delivery: This option provides the Customer with the telephone number to which the call was directed. The seven or ten digit number is provided as part of the in-band transmission with MF signaling. The Called Directory Number Delivery feature is associated on a call-by-call basis with all individual transmission paths in a Trunk group routed from an Access Tandem or the originating Local Switching Center. This option is available except when FGD is provided with 950 access (Feature Group B) or Cut-Through features.
- (8) Flexible Automatic Number Identification Delivery: This feature is a network enhancement to ANI. The feature is available on inbound signaling or in the Originating Line Information Parameter in the Basic Initial Address Message Delivery optional feature for SS7 signaling. Flexible ANI will provide additional values for Information Indicator (II) digits that are associated with various classes of service not associated with the standard ANI digits. This feature may only be used in conjunction with ANI. The following Information Indicator codes are available: Confinement/Detention Facilities; Outward Wide Area Telecommunications Service; Cellular Service; Private Pay Station; and, Access for Private Virtual Networks.

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SECTION 4 - SPECIAL ACCESS SERVICE

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE

4.1.1 Description

The Company's Local Point to Point service is designed for high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated service. This service uses The Company's local SONET rings to provide point-to-point dedicated connections between two of your locations or local access to an inter- exchange carrier (IXC) point of presence (POP) at bandwidths ranging from OS-I to OC-I92.

4.1.2 Service Ordering

This section sets forth the regulations for Access Service Requests (ASR) for Dedicated Transport Service, as defined in this tariff.

The Company reserves the right to require that services offered under this tariff be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premises address(es);
- Billing name and address (when different from Customer name and address); and
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (CONT'D)

4.1.3 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

A. Standard Interval

The Standard Interval for Switched Service will be 10 business days from the Application Date. This interval only applies to standard service offerings where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

B. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

1. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
2. There is no existing facility connecting the Customer Premises with the Company; or
3. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (CONT'D)

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

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

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

4.1.4 Access Service Request Modifications

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

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.2 SPECIAL CONSTRUCTION

4.2.1 General

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of Company Facilities may be undertaken by the Company on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
2. of a type other than that which the Company would normally utilize in the furnishing of its services; or
3. over a route other than that which the Company would normally utilize in the furnishing of its services; or
4. in a quantity greater than that which the Company would normally construct; or
5. on an expedited basis; or
6. on a temporary basis until permanent facilities are available; or
7. involving abnormal costs; or
8. in advance of its normal construction; or
9. when the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariff.

4.2.2 Customer Acceptance

Rates and charges for special construction shall be determined and presented to the Customer for its approval prior to the start of construction. No construction will commence until and unless the Customer accepts in writing the rates and charges as presented by the Company.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.3 BASIS OF RATES AND CHARGES

Rates and charges shall be based on the costs incurred by the Company and may include any one or any combination of the following:

- A. Nonrecurring Charges;
- B. Recurring Monthly Rates; and/or
- C. Termination Liabilities.

4.3.1 Cost Computation

Special Construction costs may include one or more of the following items to the extent that they are applicable:

4.3.1.1 The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:

- 1. equipment and materials provided or used;
- 2. engineering, labor and supervision;
- 3. transportation;
- 4. rights of way; and shipping and delivery.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.4 OBLIGATIONS OF THE COMPANY

The Company has certain obligations pertaining only to the provision of Dedicated Transport Service. These obligations are as follows:

4.4.1 Network Management

The Company will administer its network to ensure that provision of acceptable service levels to all telecommunications users of the Company's network services. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands.

4.4.2 Design of Point-to-Point Dedicated Access Service

The Company shall design and determine the routing of Point-to-Point Dedicated Access Service.

Selection of facilities and equipment in connection with providing the service are based on standard engineering methods, available facilities and equipment and the Company's traffic routing plans.

If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining (1) whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

4.4.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. If the data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Point-to-Point Dedicated Access Service.

4.5.1 Recurring and Nonrecurring Charges

Recurring charges are assessed monthly in connection with providing the Dedicated Transport Service. Nonrecurring charges are one-time charges that apply for a specific work activity (e.g., installation or change to an existing service).

4.5.2 Minimum Periods

Dedicated Transport Service is provided for a minimum period of one month.

4.5.3 Moves

A move of services involves a change in the physical location of one of the following:

- The point of termination at the Customers premises
- The Customers premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building as described below.

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements.

B. Moves to a Different Building

Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the new service. The Customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.5 RATES AND REGULATIONS (CONT'D)

4.5.4 Installation of Optional Features

If a separate nonrecurring charge applies for the installation of an optional feature available with Dedicated Transport Service, the charge applies whether the feature is installed coincident with the initial installation of service or at any time subsequent to the initial installation of service.

The charges associated with upgrades in capacity will not apply when the customer maintains the same customer premises location.

4.5.5 Service Rearrangements

Service rearrangements are changes to existing services installed that do not result in either a change in the minimum period requirements or a change in the physical location of the point of termination at the Customers premises or the Customers end user's premises. Changes, which result in the establishment of new minimum period obligations, are treated as disconnects and starts.

The charge to the Customer for the service rearrangement is dependent on whether the change is administrative only in nature or involves an actual physical change to the service.

Administrative changes will be made without charge(s) to the Customer. Such changes require the continued provision and billing of the Access Service to the same entity or change in jurisdiction.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.5 RATES AND REGULATIONS (CONT'D)

4.5.6 Calculation of Mileage

To determine the rate distance between any two rate centers proceed as follows:

- a. Obtain the "V" and "H" coordinates for each rate center.
- b. Obtain the difference between the "V" coordinates of the two rate centers.
Obtain the difference between the "H" coordinates.

Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

- c. Square each difference obtained in b above.
- d. Add the squares of the "V" difference and the "H" difference obtained in c. above.
- e. Divide the sum of the squares obtained in d above by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the result obtained in e above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.6 SERVICE DESCRIPTIONS

4.6.1 Wideband Digital Data Service (1.544 Mbps)

Wideband Digital Data Service (WOOS or OSI) is a dedicated high capacity channel used for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital signals at a transmission speed of 1.544 Mbps. Service is furnished on a full-time basis (24 hours a day. Seven days a week).

4.6.2 Rate Descriptions

There are three basic rate elements that apply to WDDS:

- Local Channel
- Interoffice Channel
- Additional Features

4.6.2.1 Local Channel

The Local Channel is the channel between a customers premises and the Company (or Company service provider's) serving wire center.

4.6.2.2 Interoffice Channel

The Interoffice Channel is defined as the component of the service between two Company (or Company providers) serving wire centers, or between a serving wire center and a Company-designated digital hub. There is a fixed element as well as a mileage-sensitive element. The mileage-sensitive component is based on the airline miles between serving wire centers (or digital hubs) with fractional miles rounded to the next whole mile.

4.6.2.3 Additional Features

Additional features may include multiplexing, clear channel capability, and Extended Superframe Format (ESF).

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.7 RATES AND CHARGES

4.7.1 Wideband Digital Data Service (1.544 Mbps)

	Installation Charges	Monthly Recurring
A. Local Channel	\$750.00	\$350.00
B. Interoffice Channel		
1. Fixed		
Mileage Bands		
0	\$0.00	\$0.00
Over 0 to 1	\$0.00	\$150.00
Over 1 to 3	\$0.00	\$150.00
Over 3 to 5	\$0.00	\$175.00
Over 5 to 15	\$0.00	\$200.00
Over 15 to 25	\$0.00	\$200.00
Over 25	\$0.00	\$200.00
2. Mileage-Sensitive, Per Mile		
Mileage Bands		
0	\$0.00	\$0.00
Over 0 to 1	\$0.00	\$50.00
Over 1 to 3	\$0.00	\$50.00
Over 3 to 5	\$0.00	\$50.00
Over 5 to 15	\$0.00	\$50.00
Over 15 to 25	\$0.00	\$50.00
Over 25	\$0.00	\$50.00
3. Additional Features		
Multiplexing		
DS1 to Voice	\$0.00	\$250.00
DS1 to DS0	\$0.00	\$300.00

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.8 SERVICE TRANSFER CHARGES

4.8.1 Description

Service Transfer Charges are applied for processing a request to move a customer from the Company's local exchange service to another carrier's local exchange service.

These charges are applied to the requesting carrier on a per order and per line basis for each Local Service Request (LSR) received by the Company.

4.8.2 Rate Elements

	<u>Electronic Processing</u>	<u>Manual Processing</u>
LSR Order Charge, per order	\$17.93	\$24.07
LSR Line Charge, per line	\$17.71	\$17.71

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.9 DEDICATED 911 TRANSPORT SERVICE

4.9.1 Application of Service

Service provides for dedicated access to appropriate 911 Tandem as required for end user access to emergency 911 service.

4.9.2 911 High Capacity Channel Description

A 911 High Capacity channel is a channel for the digital transmission of 1.544, 3.152, or 44.736 Mbps isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. High Capacity channels are provided between customer designated premises, between a customer designated premises and a Telephone Company Hub or Hub-to-Hub at 1.544 and 44.736 Mbps transmission.

4.9.3 DSI High Capacity/1.544 Mbps Service

DSI service (a 1.544 Mbps facility) is provided with electrical interface. A nominal 64.0 kbps service is available only as a channel of a 1.544 Mbps facility between two Telephone Company Digital Data Hubs or as a cross connect of two 2.4, 4.8, 9.6, 19.2, 56.0, or 64.0 kbps channels of two DSI services at a Digital Data Hub(s). The customer must provide system and channel assignment data.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.9 DEDICATED 911 TRANSPORT SERVICE (CONT'D)

4.9.4 Central Office Multiplexing

4.9.4.1 DS3 to DS1

An arrangement that converts a 44.736 Mbps channel to 28 DS1 channels using digital time division multiplexing.

1. DS1C to DS1

An arrangement that converts a 3.152 Mbps channel to two DS1 channels using

2. DS1 to Voice

An arrangement that converts a 1544 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DS1 to the Hub can also be used for WATS access Line, Program Audio or Metallic Services.

3. DS1 to Digital

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with individual digital data circuits to the Hub at speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps. A channel(s) of this DS1 to the Hub can also be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.

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SECTION 4 - SPECIAL ACCESS SERVICE (CONT'D)

4.9 DEDICATED 911 TRANSPORT SERVICE (CONT'D)

4.9.5 Rates

1. Channel Mileage

	<u>Monthly Rates</u> <u>Fixed</u>	<u>Per Mile</u>
1.544 Mbps	\$46.66	\$21.40

2. Optional Features and Functions

	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>
Multiplexing DS1 to Digital*	\$207.00	None (per arrangement)

*A channel(s) of this DSI to the Hub can be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.

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SECTION 5 - CARRIER COMMON LINE ACCESS SERVICE

5.1 GENERAL

The Company will provide Carrier Common Line Access Service to Customers in conjunction with Switched Access Service provided in Section 3 of this tariff. Carrier Common Line provides for the use of End Users' Company-provided common lines by Customers for access to such End Users to furnish Intrastate Communications.

5.2 LIMITATIONS

No telephone number or detailed billing will be provided with Carrier Common Line Access. Directory listings and intercept arrangements are not included in the rates and charges for Carrier Common Line Access.

5.3 APPLICATION OF INTRASTATE CHARGES

Intrastate rates apply only to that portion of Carrier Common Line Service provided for intrastate usage. Jurisdictional reporting is required as described in Section 2.9.7 of this tariff.

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 SPECIAL CONSTRUCTION

6.1.1 Basis for Charges

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

- 1) Nonrecurring charges;
- 2) Recurring charges;
- 3) Termination liabilities; or
- 4) Combinations of 1), 2) and 3).

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- 1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
- 2) Cost of maintenance;
- 3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- 4) Administration, taxes and uncollectible revenue on the basis of reasonable average cost for these items;
- 5) License preparation, processing and related fees;
- 6) Tariff preparation, processing and related fees;

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.1 SPECIAL CONSTRUCTION (CONT'D)

- 7) Any other identifiable costs related to the facilities provided; or
- 8) An amount for return and contingencies.

6.1.3 Termination of Liability

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

- 1. The period on which the termination liability is based is the estimated service life of the facilities provided.
- 2. The amount of the maximum termination liability is equal to the estimated amounts (including return) for
- 3. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a) Equipment and materials provided or used;
 - b) Engineering, labor and supervision;
 - c) Transportation; and
 - d) Rights of way and/or any required easements.
- 4. License preparation, processing and related fees;
- 5. Tariff preparation, processing and related fees;
- 6. Cost of removal and restoration, where appropriate; and
- 7. Any other identifiable costs related to the specially constructed or rearranged facilities.

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.1 SPECIAL CONSTRUCTION (CONT'D)

6.1.3 Termination of Liability (CONT'D)

- A. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3 preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 6.1.3 preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

In special situations, and subject to Commission review and approval, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the customers. All ICB contracts will be in writing and will be filed with the Commission.

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SECTION 7 - RATES AND CHARGES

7.1 ACCESS SERVICE - Service Charges

7.1.1 Service OrdersNonrecurring Charge
Per Line or Trunk

(A) Service Implementation

(1)	Installation	\$50.00
(2)	Access Order Charge	\$60.00

(B) Service Date Change \$26.50

(C) Design Change \$58.00

7.2 ACCESS SERVICE – AT&T Ohio Territory Rates

7.2.1 Carrier Common LinePer Access Minute

Originating	*
Terminating	*

* The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21, Frontier North PUCO Tariff No. 2, Cincinnati Bell Telephone Company LLC PUCO Tariff No. 2, or United Telephone Company of Ohio d/b/a CenturyLink PUCO Tariff No.

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SECTION 7 - RATES AND CHARGES (CONT'D)

7.2 ACCESS SERVICE – AT&T Ohio Territory Rates (CONT'D)

7.2.2 Switched Transport

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
(A) <u>Tandem-Switched Transport</u>		
(1) Tandem-Switched Facility Per Access Minute Per Mile Non-Toll Free		*
(2) Tandem-Switched Termination Per Access Minute Per Termination Non-Toll Free		*
(3) Tandem-Switching Per Access Minute Non-Toll Free		*
(4) Joint Tandem Switched Transport Per Access Minute Toll Free Originating		*
(B) <u>Common Multiplexing</u>		
Per Access Minute Non-Toll Free		*

7.2.3 End Office Local Switching

Originating, Per Access Minute, Non-Toll Free	*
Originating, Per Access Minute, Toll Free	*
Terminating, Per Access Minute	*

* The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21, Frontier North PUCO Tariff No. 2, Cincinnati Bell Telephone Company LLC PUCO Tariff No. 2, or United Telephone Company of Ohio d/b/a CenturyLink PUCO Tariff No.

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SECTION 7 - RATES AND CHARGES (CONT'D)

7.2 ACCESS SERVICE – AT&T Ohio Territory Rates (CONT'D)

7.2.4 End Office Trunk Ports(A) Common Trunk Port

Originating, Per Access Minute, Non-Toll Free *

Originating, Per Access Minute, Toll Free *

Terminating, Per Access

7.2.5 Toll Free Data Base Access Service

Minute *

Toll Free Access Query, Per Query *

7.2.6 Information Surcharge

Per Minute *

7.2.7 Residual Interconnection Charge

Per Access Minute *

* The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21, Frontier North PUCO Tariff No. 2, Cincinnati Bell Telephone Company LLC PUCO Tariff No. 2, or United Telephone Company of Ohio d/b/a CenturyLink PUCO Tariff No. 1.

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SECTION 7 - RATES AND CHARGES (CONT'D)

7.3 ACCESS SERVICE - Frontier North Inc. Territory Rates

7.3.1	<u>Carrier Common Line</u>	<u>Per Access Minute</u>
	Originating	*
	Terminating	*
7.3.2	<u>Local Switching</u>	<u>Per Access Minute</u>
	Originating, Non-Toll Free	*
	Originating, Toll Free	*
	Terminating	*
7.3.3	<u>Information Surcharge</u>	<u>Per Access Minute</u>
	Originating	*
	Terminating	*
7.3.4	<u>Residual Interconnection Charge (RIC)</u>	<u>Per Access Minute</u>
	Originating	*
	Terminating	*

* The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21, Frontier North PUCO Tariff No. 2, Cincinnati Bell Telephone Company LLC PUCO Tariff No. 2, or United Telephone Company of Ohio d/b/a CenturyLink PUCO Tariff No. 1.

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SECTION 7 - RATES AND CHARGES (CONT'D)

7.3 ACCESS SERVICE - Frontier North Inc. Territory Rates (CONT'D)

7.3.5 Switched Transport

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
(A) <u>Tandem-Switched Transport</u>		
(1) Tandem-Switched Facility Per Access Minute Per Mile Non-Toll Free		*
(2) Tandem-Switched Termination Per Access Minute Per Termination Non-Toll Free		*
(3) Tandem-Switching Per Access Minute Non-Toll Free		*
(4) Joint Tandem Switched Transport Per Access Minute Toll Free Originating		*
(B) <u>Common Multiplexing</u>		
Per Access Minute		*

* The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21, Frontier North PUCO Tariff No. 2, Cincinnati Bell Telephone Company LLC PUCO Tariff No. 2, or United Telephone Company of Ohio d/b/a CenturyLink PUCO Tariff No. 1.

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SECTION 7 - RATES AND CHARGES (CONT'D)

7.3 ACCESS SERVICE - Frontier North Inc. Territory Rates (CONT'D)

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
7.3.7 <u>Common End Office Trunk Port</u>		
Originating, Per Access Minute, Non-Toll Free		*
Originating, Per Access Minute, Toll Free		*
Terminating, Per Access Minute		*
7.3.8 <u>Toll Free Data Base Access Service</u>		
Toll Free Access Query, Per Query		*

* The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21, Frontier North PUCO Tariff No. 2, Cincinnati Bell Telephone Company LLC PUCO Tariff No. 2, or United Telephone Company of Ohio d/b/a CenturyLink PUCO Tariff No. 1.

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SECTION 7 - RATES AND CHARGES (CONT'D)

7.4 ACCESS SERVICE – United Telephone Company of Ohio d/b/a CenturyLink Territory Rates

7.4.1	<u>Carrier Common Line</u>	<u>Per Access Minute</u>
	Originating	*
	Terminating	*
7.4.2	<u>Local Switching</u>	<u>Per Access Minute</u>
	Originating, Non-Toll Free	*
	Originating, Toll Free	*
	Terminating	*

* The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21, Frontier North PUCO Tariff No. 2, Cincinnati Bell Telephone Company LLC PUCO Tariff No. 2, or United Telephone Company of Ohio d/b/a CenturyLink PUCO Tariff No. 1.

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SECTION 7 - RATES AND CHARGES (CONT'D)

7.4 ACCESS SERVICE – United Telephone Company of Ohio d/b/a CenturyLink Territory Rates (CONT'D)

7.4.3 Switched Transport

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
(A) <u>Tandem-Switched Transport</u>		
(1) Tandem-Switched Facility Per Access Minute Per Mile Non-Toll Free		*
(2) Tandem-Switched Termination Per Access Minute Per Termination Non-Toll Free		*
(3) Tandem-Switching Per Access Minute Non-Toll Free		*
(4) Joint Tandem Switched Transport Per Access Minute Toll Free Originating		*
(B) <u>Common Multiplexing</u>		
Per Access Minute, Non-Toll Free		*

* The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21, Frontier North PUCO Tariff No. 2, Cincinnati Bell Telephone Company LLC PUCO Tariff No. 2, or United Telephone Company of Ohio d/b/a CenturyLink PUCO Tariff No. 1.

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SECTION 7 - RATES AND CHARGES (CONT'D)

7.4 ACCESS SERVICE – United Telephone Company of Ohio d/b/a CenturyLink Territory Rates (CONT'D)

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
7.4.4 <u>Common Trunk Port</u>		
Per Access Minute, Non-Toll Free		*
Per Access Minute, Toll Free		*
7.4.5 <u>Toll Free Data Base Access Service</u>		
Toll Free Access Query, Per Query		*

* The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21, Frontier North PUCO Tariff No. 2, Cincinnati Bell Telephone Company LLC PUCO Tariff No. 2, or United Telephone Company of Ohio d/b/a CenturyLink PUCO Tariff No. 1.

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SECTION 7 - RATES AND CHARGES (CONT'D)

7.5 ACCESS SERVICE – Cincinnati Bell Telephone Company LLC Territory Rates

7.5.1	<u>Carrier Common Line</u>	<u>Per Access Minute</u>
	Originating, Non-Toll Free	*
	Originating, Toll Free	*
	Terminating	*
7.5.2	<u>Local Switching</u>	<u>Per Access Minute</u>
	Originating, Non-Toll Free	*
	Originating, Toll Free	*
	Terminating	*
7.5.3	<u>Information Surcharge</u>	<u>Per Access Minute</u>
	Originating, Non-Toll Free	*
	Originating, Toll Free	*
	Terminating	*

* The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21, Frontier North PUCO Tariff No. 2, Cincinnati Bell Telephone Company LLC PUCO Tariff No. 2, or United Telephone Company of Ohio d/b/a CenturyLink PUCO Tariff No. 1.

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SECTION 7 - RATES AND CHARGES (CONT'D)

7.5 ACCESS SERVICE - Cincinnati Bell Telephone Company LLC Territory Rates (CONT'D)

7.5.4 Switched Transport

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
(A) <u>Tandem-Switched Transport</u>		
(1) Tandem-Switched Facility Per Access Minute Per Mile Non-Toll free		*
(2) Tandem-Switched Termination Per Access Minute Per Termination Non-Toll Free		*
(3) Tandem-Switching Per Access Minute Non-Toll Free		*
(4) Joint Tandem Switched Transport Per Access Minute Toll Free Originating		*

7.5.5 Toll Free Data Base Access Service

Toll Free Access Query, Per Query	*
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* The Company's switched access rates mirror the current intrastate switched access rates of the underlying Incumbent Local Exchange Company (ILEC) which serve the territory in which the traffic originates or terminates, as set forth in AT&T Ohio PUCO Tariff No. 20, Part 21, Frontier North PUCO Tariff No. 2, Cincinnati Bell Telephone Company LLC PUCO Tariff No. 2, or United Telephone Company of Ohio d/b/a CenturyLink PUCO Tariff No. 1.

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EXHIBIT 2

DESCRIPTION OF SERVICES

Exhibit 2-a	How Service Provisioned
Exhibit 2-b	Description of Proposed Services
Exhibit 2-c	Statement about Provision of CTS Services
Exhibit 2-d	Description of Proposed Market Area
Exhibit 2-e	Explanation of How Proposed Market Area is in Public Interest
Exhibit 2-f	Description of Class of Customers Served

(a) How Service Provisioned

Barr Tell USA LLC's service will be provided via company's own facilities and those facilities leased from other carriers

Barr Tell USA's service will be provisioned by several means giving Barr Tell flexibility in initiating service to customers depending on market conditions

(b) Description of Proposed Services

Barr tell USA proposes to offer wholesale competitive telecommunications service, including voice and exchange access services, within the State of Ohio using its own facilities and services available from other facilities-based carriers.

(c) Statement about Provision of CTS Services

Applicant will provide competitive telecommunications services

(d) Description of Proposed Market Area

The Applicant proposes to provide service in all areas in the State of Ohio that are currently serviced by each of the Incumbents

(e) Explanation of How Proposed market area is in the Public interest

The provisioning of the proposed services by the Applicant is in the public interest because doing so enhances competition within the telecommunications industry by expanding availability of competitive services in Ohio.

The Applicant intends to offer access and/or transit services to other carriers that will bring significant benefits to business customers by providing a high quality, unique set of communication services that provide multiple features and software applications - all inclusive at one low flat monthly price.

In addition, our intrastate offering(s) will provide our business customers with access to the latest new technologies and service choices. This will enable our customers to achieve increased efficiencies while benefiting from the cost savings.

(f) Description of Class of Customers Service

Initially, the Applicant proposes to provide service to business customers only. These services will be based on access and/or transit services that are primarily offered to other carriers

EXHIBIT 7

DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH CUSTOMERS

- 7-a EXPLANATION OF REQUIRED PAYMENTS
- 7-b CUSTOMERS EXPLANATION OF REQUIRED PAYMENTS
- 7-c SERVICE ORDER FORM
- 7-d DISCONNECTION NOTICE

EXHIBIT 7-a
CUSTOMER BILL & EXPLANATION OF REQUIRED PAYMENTS

BARR TELL USE will examine each customer's credit and liabilities and will determine each customer's payment requirements separately on an individual case basis. The rates will be based on each customer's needs and Applicant's cost to provide each customer's services. In most cases Barr Tell does not intend to collect advance payments or deposits

EXHIBIT 7-b
DESCRIPTION OF THE CLASS OF CUSTOMER & BILLING

Applicant intends to serve primarily business customers. Applicant does not intend to market to residential customers.

CUSTOMER BILLING EXHIBIT 7(b)(1)

BARR TELL has not yet developed an appropriate or specific billing format for Ohio customers since each of the Applicants' customers will be Invoiced on an individual case basis.

However, BARR TELL will comply with the applicable federal and state billing requirements including the notice required by 4901:1-6-17(B) of the PUCO rules (Truth in billing requirements).

EXHIBIT 7-c
SERVICE ORDER FORM



212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

Service Order

Date:

Order Type: New

Prepared For:

Term:

Contact:

Email:

Description:

Prepared By:

POP location:

One-Time setup Charges	Quantity	Unit Price	Cost USD
NRC Setup Charges	1	\$0.00	\$0.00

Monthly Service Charges (NEW)	Quantity	Unit Price	Cost USD
-			
		Subtotal	

Monthly Service Charges (REVISED)	Quantity	Unit Price	Cost USD
N/A	0	\$0.00	\$0.00
			\$0.00
		Subtotal	\$0.00

Monthly Service Charges (UNCHANGED)	Quantity	Unit Price	Cost USD
N/A	0	\$0.00	\$0.00
			\$0.00
		Subtotal	\$0.00

Total Monthly Recurring Services Charges	Total	\$
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Additional Terms

Customer is responsible for ordering any cross connects and /or alternate access carrier monthly and non-recurring charges.

Initial Payment

Setup

Total Due*

*Payable upon signing

Client Signature Date

Company Name

Name & Title (Please Print)

Contact email

Service Order is not binding without an authorized signature together with an approved Master Service Agreement.
This Order is valid for (30) days. Service and prices subject to change without notice. This Order is confidential information.



212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

Payment Information

Company Name _____

Credit Card (circle one) Visa MC AmEx

Other (describe): _____

Purchase Order # _____ (attached)

Check # _____ (attached)

For Credit Card Orders:

Credit Card Number _____

Expiration Date: _____

CVC Code: (3-digit code on the back of Visa and M/C Cards) : _____
(4-digit code on the front of American Express Card) (CVC#)

Cardholder's Name: _____

Billing Address: _____

Cardholder's Signature: _____

Please check below that represents which services you will be using:

_____ I hereby authorize Barr Tell USA to charge the credit card above, on a monthly basis, for services rendered.

_____ I hereby authorize Barr Tell USA to charge the credit card above one-time only, for services rendered, in the amount of \$_____.
Please invoice after initial payment.

Billing Contact

Email:

EXHIBIT 7-d
DISCONNECTION NOTICE

NOTICE OF SERVICE SUSPENSION

To: ABC Co
123 Main St
XYZ, Oh

Account #

IMPORTANT NOTICE

Although we enjoy providing and serving you with your telecom needs, unfortunately, we have not received your payment and the amount overdue is now \$____.

Since your account is now seriously past due; please remit payment immediately. If you have any issues regarding your account , please contact our Customer Service and/or Billing department. we will try and assist you in resolving any issue in a timely manner.

However, if we do not hear from you in the next 24 hours we will regretfully be suspending your service(s)

If payment has already been made, please disregard this Notice

If you have a complaint in regard to this disconnection notice or you feel this matter cannot be resolved after you've contacted Barr Tell; Customers may contact the Ohio Public Utilities Commission (PUCO), toll free at 1-800-686-7826 or for TTY toll free at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays,

Please also note: If your service is suspended you will have to pay a reconnection charge.

Please let us hear from you as soon as possible!

Barr Tell USA - Customer Service
Tel: 866-948-6216
Email: supoort@barrtell.com

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10/18/2021 9:24:52 PM

in

Case No(s). 21-0970-TP-ACE

Summary: Amended Application Revised CPCN Application electronically filed by Mr. Harold Barr on behalf of Barr Tell USA, LLC and Barr, Harold