

*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 Metro Fibernet, LLC

Company Address 3701 Communications Way, Evansville, IN 47715

Company Web Address www.metronetinc.com

Regulatory Contact Person Randy Kiesel Phone 812 759-7807 Fax 317 981-8051

Regulatory Contact Person's Email Address randy.kiesel@metronetinc.com

Contact Person for Annual Report Rachel Paolillo Phone 913-794-3130 Fax 317 599-1147

Consumer Contact Information MetroNet Customer Service Phone 877 407-3224 Fax \_\_\_\_\_

TRF Docket No. 90 - 9449-TP-TRF

**I. Company Type (Check all applicable):**

☒ Non-BLES CLEC ☐ IXC ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

- ☒ Toll services (intrastate)
- ☒ Local Exchange Service (i.e., residential or business bundles)
- ☐ Other (explain) \_\_\_\_\_

**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.**

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I am an officer/agent of the carrier/telephone company, Johnnyy Chuang, Legal Counsel & Dir Regulatory Affairs, 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.

 Dir Reg Affairs  
(Signature and Title)

9/16/2022  
(Date)

**METRO FIBERNET, LLC**

CARRIER TO CARRIER TARIFF

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Issued: September 16, 2022

Effective: September 16, 2022

In Accordance with Case No. 22-0754-TP-ACE  
Issued by the Public Utilities Commission of Ohio  
John P. Cinelli, President  
Evansville, Indiana

SECTION INDEX

SECTION 1 - GENERAL REGULATIONS

SECTION 2 - RULES AND REGULATIONS

SECTION 3 - SPECIAL ARRANGEMENTS

SECTION 4 - RESALE/RESOLD SERVICES

SECTION 5 – RATES AND CHARGES

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TABLE OF CONTENTS

<u>SUBJECT</u>	<u>Page</u>
- A -	
Abandonment or Unauthorized Use of Facilities	20
Advance Payments	14
Application of Late Payment Charge	5
Application of Tariff	5
- B -	
Basis for Charges	24
- C -	
Customer-Authorized Use	11
- D -	
Damages	22
Definitions	6
Design of Customer Services	23
Deposits	14
Disputed Bills	15
-E-	
Emergency Termination of Service	21
Equipment Space and Power	22
Exceptions to Suspension and Termination	18
- F -	
Flexible Pricing	12
- G -	
General Regulations	5
- H -	
- I -	
Individual Case Basis (ICB) Arrangements	25
Inspection, Testing and Adjustment	16
- J -	
- K -	

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TABLE OF CONTENTS (Continued)

<u>SUBJECT</u>	<u>Page</u>
- L -	
Late Payment Charge	13
Limitations	10
- M -	
Minimum Period of Service	11
- N -	
Network Contingency Coordination	23
Non-Routine Installation and/or Maintenance	25
- O -	
Obligations of the Customer	22
Ownership of Facilities	22
- P -	
Payment for Service Rendered	13
Prohibited, Unlawful or Improper Use of the Facilities or Service	20
- Q -	
- R -	
Resale/Resold Services	26
- S -	
Services Provided Pursuant to Term Agreements	23
Special Arrangements	24
Special Construction	24
Suspension or Termination of Service	17
Switched Access Service	27
- T -	
Termination for cause Other than Nonpayment	19
Termination Liability	24
Testing	22

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TABLE OF CONTENTS (Continued)

<u>SUBJECT</u>	<u>Page</u>
- U -	
Undertaking of the Company	8
Use and Ownership of Equipment	11
Use of Facilities and Service	9
- V -	
Verification of Nonpayment	18
- W -	
- X -	
- Y -	
- Z -	

## SECTION 1 - GENERAL REGULATIONS

### 1.1 Application of Tariff

This tariff contains regulations, rates and charges applicable to the provision of access services by Metro Fibernet, LLC to Customers in areas within the following counties:

Clark  
Greene  
Hancock  
Miami  
Montgomery  
Wood

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.



## SECTION 1 - GENERAL REGULATIONS, (CONTD.)

1.2 Definitions

Carrier or Common Carrier - See Interexchange Carrier.

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.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company,

Company – Metro Fibernet, 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.

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.

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.

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## SECTION 1 - GENERAL REGULATIONS, (CONTD.)

### 1.2 Definitions (Cont'd.)

Interexchange Carrier (IC) – Any individual, partnership, association, cooperative or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

Interstate Communications - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

Intrastate Communications - Any communications that 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.

Originating Direction - The use of Switched Access Service for the origination of calls from an End User premises to an IC 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.

Special Access Circuit - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

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.

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

SECTION 1 - GENERAL REGULATIONS, (CONTD.)

1.3 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.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Use of Facilities and Service

#### 2.1.1 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. 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 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,

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

2.1 Use of Facilities and Service, (Cont'd.)

## 2.1.2 Limitations

- A. 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.
- B. 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.
- C. 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 or for failure to establish connections.
- D. 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 effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

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

### 2.1 Use of Facilities and Service, (Cont'd.)

#### 2.1.3 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 account 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.

#### 2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and network 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.

### 2.2 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.

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

2.3 Flexible Pricing

## 2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

## 2.3.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised rate attachment with the Commission.
- B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

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

2.4 Payment for Service Rendered

- 2.4.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the rules adopted by the Public Utilities Commission of Ohio.

- 2.4.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, end users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- 2.4.3 A charge of \$25.00 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.
- 2.4.4 Application of Late Payment Charge
- A. Late payment charges do not apply to final accounts.
  - B. Late payment charges do not apply to government agencies of the State of Ohio.



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

2.5 Deposits

- 2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.5.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.5.4 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 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

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

2.7 Disputed Bills

Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted by telephone at 1-877-407-3224. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

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

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.

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

2.9 Suspension or Termination of Service

## 2.9.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

All disconnection situations will be handled in accordance with the rules adopted by the Public Utilities Commission of Ohio.

Suspension or termination shall not be made until:

- A. At least ten (10) days after written notification has been served personally on the Customer, or at least twenty (20) days after written notification has been mailed to the billing address of the Customer or;
- B. At least ten (10) days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

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

2.9 Suspension or Termination of Service (Cont'd.)

## 2.9.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service that has not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

## 2.9.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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

2.9 Suspension or Termination of Service (Cont'd.)

## 2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

## B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

## C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

- a. No charge shall apply for the period during which service had been terminated, and
- b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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

2.9 Suspension or Termination of Service (Cont'd.)

## 2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

## C. Abandonment or Unauthorized Use of Facilities, (Cont'd.)

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service. (Cont'd.)

## c. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

## 2.9.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.



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

2.10 Obligations of the Customer

## 2.10.1 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.

## 2.10.2 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.

## 2.10.3 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.

## 2.10.4 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.

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

2.10 Obligations of the Customer, (Cont'd.)

## 2.10.5 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.

## 2.10.6 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.

2.11 Services Provided Pursuant to Term Agreements

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. This provision will be applicable to contracts executed subsequent to the effective date of this tariff.

### SECTION 3 - SPECIAL ARRANGEMENTS

#### 3.1 Special Construction

##### 3.1.1 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:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a., b., and c.

##### 3.1.2 Termination 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.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  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;
- C. license preparation, processing, and related fees;
- D. tariff preparation, processing and related fees;
- E. cost of removal and restoration, where appropriate; and
- F. any other identifiable costs related to the specially constructed or rearranged facilities.

## SECTION 3 - SPECIAL ARRANGEMENTS, (CONT'D.)

3.2 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.

3.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

1. Service description
2. Rates and charges
3. Quantity
4. Length of the agreement

#### SECTION 4 - RESALE/RESOLD SERVICES

##### 4.1 Resale/Resold Services

There are no prohibitions or limitations on the resale of services. Resale and resold services are available only to Carriers who have been certified by the Public Utilities Commission of Ohio to provide intrastate local exchange services. Resale/resold services will be at tariffed rates with no discount.

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## SECTION 5 - RATES AND CHARGES

### 5.1 Switched Access Service

#### 5.1.1 Service Implementation

##### A. Installation Charge (Per Trunk)

<u>Entrance Facility</u>	<u>Installation Charge (per channel) Nonrecurring Charge</u>
2-wire	\$100.00
Each additional 2-wire	\$100.00
4-wire	\$150.00
Each additional 4-wire	\$150.00
First DS1	\$313.25
Each additional DS1	\$313.25

#### 5.1.2 Change Charges (per order)

<u>Charge per Occurrence</u>	<u>Nonrecurring Charge</u>
Service Date Change Charge, per order	\$50.00
Design Change Charge, per circuit	\$150.00
Design Change Charge, per DS3 and higher circuit	\$300.00
Expedited Order Charge, per location, per order	\$250.00
Service Order Charge, per order	\$25.00
Access Carrier Name Abbreviation (ACNA) Change (per trunk)	\$170.00
Billing Account Number (BAN) Change	\$170.00
Customer Circuit Identification (CKR) Change	\$22.00
Returned Check Charge	\$35.00
Cancellation (after 3 business days from order placement)	Full NRC plus \$250.00, per order

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SECTION 5 – RATES AND CHARGES, (CONT'D.)

5.1 Switched Access Service, (Cont'd.)

5.1.3 Cancellation Charges (per order)

Cancellation charge - Individual Case

Basis. 5.1.4 Direct Connect Charges

<u>Entrance Facility Type</u>	<u>Monthly Recurring Charge</u>
2-wire	\$30.00
4-wire	\$45.00
Per DS	\$150.00

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## SECTION 5 – RATES AND CHARGES, (CONT'D.)

### 5.1 Switched Access Service, (Cont'd.)

#### 5.1.5 Local Switching

- A. The Local Switching rate is applied per minute of use rate.

	Originating	Terminating
Per minute of use	\$0.0031160	Note 1
		Note 2

- B. Common Trunk Port

The Common Trunk Port (CTP) rate element is applied per minute of use when traffic is delivered from an access tandem for local switching or switched from a host office to a remote end office.

	Originating	Terminating
Per minute of use	\$0.0003710	Note 1
		Note 2

Note 1: See the access services tariff of ATT Operating Companies FCC No. 2

[<https://cpr.att.com/pdf/fcc-ait/2006.pdf>]

Note 2: See the access services tariff of Frontier Operating Companies FCC No. 5

[<http://carrier.frontiercorp.com/crtf/tariffs/u/244/fcc/FCC%205%20Sec%2004%20t0114.pdf>]



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## SECTION 5 – RATES AND CHARGES, (CONT'D.)

### 5.1 Switched Access Service, (Cont'd.)

#### 5.1.6 Tandem Switching and Transport Rate Elements

A. The Tandem Switching rate element is applied per minute of use for traffic switched through an access tandem.

	<u>Originating</u>	<u>Terminating</u>
Per minute of use	\$0.00112000	Note 1 Note 2

B. Common Transport

Common Transport applies to traffic routed to or from an access tandem or from a host office to or from a remote end office. The Transport Termination rate element is applied per minute of use for the facility termination and per minute per mile for the Transport Facility.

	<u>Originating</u>	<u>Terminating</u>
Transport Termination Per Minute of Use	\$0.00010500	Note 1  Note 2
Transport Facility Per Minute of Use Per Mile	\$0.00001400	Note 1 Note 2

Note 1: See the access services tariff of ATT Operating Companies FCC No. 2  
[<https://cpr.att.com/pdf/fcc-ait/2006.pdf>]

Note 2: See the access services tariff of Frontier Operating Companies FCC No. 5  
[<http://carrier.frontiercorp.com/crtf/tariffs/u/244/fcc/FCC%205%20Sec%2004%20t0114.pdf>]

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Evansville, Indiana

## SECTION 5 – RATES AND CHARGES, (CONT'D.)

## 5.1 Switched Access Service, (Cont'd.)

## 5.1.7 8XX Data Base Access Service

The 8XX Data Base Access Service query charge rate may vary depending on the locality. POTS Translation and Call Handling charges are optional features which apply in addition to the Number Delivery charge.

800 Query

Basic, per query

Note 1

Note 2

## 5.1.8 Direct-Trunked Transport

Offered on an individual case basis.

Note 1: See the access services tariff of ATT Operating Companies FCC No. 2

[\[https://cpr.att.com/pdf/fcc-ait/2006.pdf\]](https://cpr.att.com/pdf/fcc-ait/2006.pdf)

Note 2: See the access services tariff of Frontier Operating Companies FCC No. 5

[\[http://carrier.frontiercorp.com/crtf/tariffs/u/244/fcc/FCC%205%20Sec%2004%20t0114.pdf\]](http://carrier.frontiercorp.com/crtf/tariffs/u/244/fcc/FCC%205%20Sec%2004%20t0114.pdf)

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SECTION 5 – RATES AND CHARGES, (CONT'D.) 

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5.1 Switched Access Service,  
(Cont'd.)

## 5.1.9 Other Switched Access

<u>Service</u>	<u>Access</u>
A. BNA (Billing Name & Address) \$0.20 per 10-digit ANI requested	
B. Media Options Charge Customers who elect to receive a paper or CD-ROM version of their invoice will incur a surcharge of \$15.00 per bill cycle.	
C. Automatic Number Identification (ANI) Per ANI delivered	\$0.000080
D. LRN Query of Last Resort - per Query \$.0029720	

## SECTION 5 – RATES AND CHARGES, (CONT'D.)

## 5.2 Carrier Identification Code Opening

## Charge

## 45.2.1 General

A Customer may request the opening of its Carrier Identification Code (CIC) on the Company's switches to allow the Company's end users to select the Customer as their interLATA, IntraLATA, interstate and/or international service provider. A Charge is applicable for each switch in which the CIC is opened.

## 5.2.2 Rates and charges

CIC/ASR Charge per switch	\$50.00
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Summary: Tariff Final Tariff electronically filed by Mr. Christopher L. Miller on behalf  
of Metro Fibernet, LLC d/b/a MetroNet