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January 26, 2004

By Federal Express

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street
Columbus, Ohio 43215-3793

04-106-TP-ACE

Re: *Application of ACC Telecommunications LLC I/k/a Adelphia Business Solutions*

Dear Sir or Madam:

I am enclosing on behalf of ACC Telecommunications LLC I/k/a Adelphia Business Solutions an original and ten (10) copies of its Application to provide dedicated non-switched telecommunications services in the State of Ohio. Also attached as part of the application is the Telephone Service Requirements Form.

Please date stamp the "Stamp In" copy of this filing and return it to me in the enclosed prepaid, self-addressed Federal Express envelope. Thank you for your assistance, and please contact me if you have any questions.

Very truly yours,

Julie Corsig
Julie Kaminski Corsig

Enclosures

cc: Jo Gentry (w/enclosure)

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Technician ATJ Date Processed 1/27/04

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 07/23/2003)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of ACC Telecommunications LLC

1/k/a Adelphia Business Solutions Case No. 04-106-TP-ACE
to provide dedicated, non-switched telecommunications services

Name of Registrant(s) ACC Telecommunications LLC
DBA(s) of Registrant(s) 1/k/a Adelphia Business Solutions
Address of Registrant(s) 5619 DTC Parkway, Suite 800, Greenwood Village, CO 80111
Company Web Address www.adelphia.com/business_solutions/abs_tariffs.cfm
Regulatory Contact Person(s) Jo Gentry Phone 360-642-2192 Fax 720-293-0222
Regulatory Contact Person's Email Address jo.gentry@adelphia.com
Contact Person for Annual Report Cheryl Beichner Phone 814-274-6379
Consumer Contact Information Jo Gentry Phone 360-642-2192
Date _____ TRF Docket No. _____ - CT-TRF or _____ - TP-TRF

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]

Company Type (check all applicable): ☒ CTS (IXC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS
☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
 - ☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☒ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15 on this page.
 - ☐ a. Switched Local ☐ b. Non-switched local ☒ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) _____
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
 - ☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set forth in 95-845-TP-COI)
 - ☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; Do Not Docket, 4 copies)
 - ☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
 - ☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
 - ☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
 - ☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
 - ☐ vi. Grandfather service (30-day approval, 10 copies)
 - ☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
 - ☐ viii. Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below
 - ☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
 - ☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service
 - ☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application
 - ☐ a. CLEC only - Tier 1 (60-day automatic, 10 copies)
 - ☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Application Involving only Tier 2 Services
 - ☐ a. New End User Service (0-day notice, 10 copies)
 - ☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
 - ☐ c. Withdrawal of service (0-day notice, 10 copies)

☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service
☐ a. Tier 1 ☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps
- ☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
 CTR Docket No. _____ - _____ - TP - CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input checked="" type="checkbox"/>	[3]	Completed Service Requirements Form.
<input checked="" type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based)
<input checked="" type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input checked="" type="checkbox"/>	[3]	Brief description of service(s) proposed.
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including, at a minimum, a pro forma income statement and a balance sheet. If the pro forma income statement is based upon a certain geographical area(s) or information in other jurisdictions, please indicate.
<input checked="" type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area.
<input checked="" type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership.
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	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.
<input checked="" type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established.
<input checked="" type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners.
<input checked="" type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input checked="" type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.

<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 20-21]	Specify which notice procedure has been utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: Tier 1 price list increases must be within an approved range of rates.
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been provided to customers.
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 21(increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	<p>Maps depicting the proposed serving and calling areas of the applicant.</p> <p>If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.</p> <p>If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.</p>
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: <input type="checkbox"/> Paper Tariff <input checked="" type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff:

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☒ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☒ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Jo Gentry, (External Affairs), 18114 Sandridge Road, Long Beach, WA 98631

360-642-2192

- V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Jo Gentry, (External Affairs), 18114 Sandridge Road, Long Beach, WA 98631

(360) 642-2192

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

- VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

Adelphia Telecommunications, Inc. (ATI), a stand alone long distance carrier

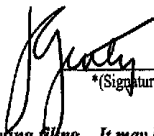
AFFIDAVIT

Minimum Telephone Service Standards

I am an officer of the applicant corporation, ACC Telecommunications LLC and am authorized to make this statement
(Name of Company)
on its behalf. I attest that these tariffs comply with the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Executed on 1/24/03 at Greenwood Village, CO
(Date) (Location)



External Affairs

*(Signature and Title)

(Date)

** This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Jo Gentry, verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.



External Affairs

*(Signature and Title)

(Date)

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division (or to the Telecommunications Division Chief if a prefiling submittal)
180 East Broad Street, Columbus, OH 43215-3793

TELEPHONE SERVICE REQUIREMENTS FORM

Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

A. MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):

[x] 1. **SALES TAX** (*See also Case No. 87-1010-TP-UNC*)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

[x] 2. **MTSS TARIFF REQUIREMENTS**

[x] The provider attests that its tariffs include:

- o provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
- o Toll Caps (choose one):
 - ☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
 - ☐ not applicable since the provider has not chosen to incorporate toll caps.
- o language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;
- o language regarding residential service guarantors, as cited in 4901:1-5-14;
- o language regarding subscriber bills, as cited in 4901:1-5-15;
- o language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,

- o language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

Check the boxes below to attest that the provider shall adhere to the following criteria when the provider implements cancellation of service policies and/or requests an advance payment:

☐ Cancellation of Service:

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage;

☐ Advance Payment:

Advance Payment means a payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

☒ 3. **SURCHARGES**

The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission

Provider's Name: _____
Case No. ____ - ____ - TP- ____
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Issued: _____
(Date Filed)

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specifically approves same. The company shall not place a separate line item on a customer's bill without sending notice to all customers informing them of the new line item charges in accordance with Commission-adopted notice procedures.

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

[] 4. **1+ INTRALATA PRESUBSCRIPTION - Basic Local Exchange Providers Only** (See Also Case No. 95-845-TP-COI, Guideline X.)

a. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

b. IntraLATA Presubscription Options

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Provider's Name: _____
Case No. _____ -TP- _____
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Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D; Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

c. Rules and Regulations

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.

d. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be

Provider's Name: _____
Case No. ____ - ____ - TP- ____
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Issued: _____
(Date Filed)

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required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in e.ii. below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

e. IntraLATA Presubscription Charges

i. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth in Paragraph E.2. will apply.

ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

-- Initial line, trunk, or port	\$5.00
-- Additional line, trunk, or port	\$1.50

B. REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

☐ 1. **DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE**

Applicable to all telephone companies offering message toll service (MTS)
(See also Case Nos. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing-disabled, deaf, deaf/blind, and speech-disabled persons who

Provider's Name: _____
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have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
 - ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24 hour a day basis; or
 - iii. For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed,

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station-to-station calls placed during the "day" period Monday through Friday; and the "night/ weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/ weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.

- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

☐ **2. EMERGENCY SERVICES CALLING PLAN**

Applicable to all CLECs and CTSs offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

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□ 3. **ALTERNATIVE OPERATOR SERVICES**

The following applies to the provision of alternative operator services (AOS) including Inmate Facility Services. (See, also, Case No. 88-560-TP-COI, December 30, 1991 Supplemental Opinion and Order and February 27, 1992 Entry on Rehearing):

Preceding the maximum operator-assisted surcharges set forth in the text of the proposed tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to the proposed tariff, the service provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, alternative operator services (AOS), or both.

(A) Definitions

- (1) AOS are those services provided by the provider in which the customer and the end user are totally separate entities. The provider contracts with the customer to provide the AOS; however, the provider does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls. These do not include coin-sent calls.
- (2) Traditional operator services are those services provided by the provider in which the end user has a customer relationship with the provider, the provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

(B) AOS Service Parameters

- (1) Local operator-assisted calls:
For local operator-assisted calls, both live and automated, the AOS provider shall not charge the billed party more than the ILEC's price list rates for traditional local operator-assisted calls in the same exchange. This requirement includes both the local usage rate (either flat-rate per call or a minute-of-use rate per call) and applicable operator surcharges. The minutes-of-use rate for a local call shall be no higher than the rates for MTS identified in paragraph (B)(2), below.

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(2) MTS provided in conjunction with AOS:

For intraLATA and interLATA, intrastate toll service calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS:

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Mileage Band	Initial Minute	Each Additional Minute
1 - 10	.32	.16
11 - 22	.40	.22
23 - 55	.48	.28
56 - 124	.57	.37
125 - end	.58	.39

or;

\$.36 per minute of use

- (3) For intraLATA and interLATA, intrastate toll service calls, each AOS provider's maximum operator-assisted rates shall be no more than:

- (a) \$1.70 for customer-dialed calling card calls;
- (b) \$2.50 for operator-handled calls; and
- (c) \$4.80 for person-to-person calls.

- (4) Notice of any change in the rates stated above, whether it be upward or downward, must be maintained in the company's tariff (via its web-site or its tariff on file with the Commission), on or before the effective date.

(C) Secured Inmate Facilities:

The following provisions apply to those operator service providers (OSPs) providing service to a secured inmate facility where the originating caller does not have access to other OSPs for the call from the secured inmate facility.

- (1) Local operator-assisted calls:

For local operator-assisted calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for a local operator-assisted call in the same exchange.

- (2) IntraLATA and interLATA intrastate toll service calls:

For intraLATA and interLATA intrastate toll service calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for

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an intraLATA intrastate call. This requirement includes both the rates for message toll service and operator surcharges.

- (D) The AOS providers shall not charge end users surcharges in addition to the price list rates for MTS and operator-assisted surcharges set forth in the AOS providers' tariffs. This restriction means that no surcharges, including but not limited to, bill rendering charges and any additional surcharge which a host facility may request the AOS provider to bill an end user, may be levied by the AOS provider on the end user. Any surcharges imposed by a host facility are to be billed separately by the host facility.
- (E) AOS and secured inmate facility services are not subject to either Tier 1 or Tier 2 regulatory treatment, but rather will remain subject to the provisions of these rules and the applicable provisions adopted by the Commission in Case No. 88-560-TP-COI.

4. LIMITATION OF LIABILITY

The following is applicable to all telephone companies that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

5. TERMINATION LIABILITY

The following is applicable to all telephone companies who choose to include in their tariffs language which imposes early termination liability on a customer for termination of service prior to the designated term of service:

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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☐ 6. **SERVICE CONNECTION ASSISTANCE (SCA)**

The following is applicable to all LECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs of connecting to the local exchange network for qualified customers. It provides a waiver of the deposit requirement, full or partial waiver of the service connection charges.

☐ 7. **LOCAL NUMBER PORTABILITY and NUMBER POOLING**

See Case No. 95-845-TP-COI Guideline XIV, FCC Dockets 95-116 and 99-200. NOTE: LNP and number pooling are required of all facilities-based LECs, regardless of size, and CMRS where currently rolled-out by the FCC or as a result of a bona fide request unless granted an extension, exemption, or waiver by the Commission or the FCC.

☐ 8. **TARIFFING AND DISCONNECTION PROCEDURES FOR SERVICE PACKAGES OR BUNDLES**

Applicable to all LECs packaging or bundling regulated local services with toll service and/or unregulated services. See Rule 4901:1-6-21(C), Ohio Administrative Code.

☐ **Option 1****Tariffing**

Under option 1, LECs that package or bundle regulated local services with toll and/or unregulated services shall tariff only the regulated components of a package or bundle of services either as a package at a separate, single rate for the regulated components or individually at individual tariffed rates. The unregulated services and any rate(s) associated with the unregulated service components of any package or bundle of services shall not be tariffed.

Disconnection Procedures

Under option 1, if a customer fails to submit timely payment sufficient to cover the amount of the regulated charges, the LEC may discontinue the provision of the regulated services in compliance with Rule 4901:1-5-17, Ohio Administrative Code.

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Staff Notice

Under option 1, LECs shall keep the Director of the Consumer Services Division and the Chief of Telecommunications of the Utilities Department informed and up-to-date on all current offers to consumers that bundle regulated local services with unregulated services at a single packaged rate, different from the rate shown in the tariff for the regulated components of the package. The notice to staff shall identify the regulated and unregulated services included and the packaged rate (the combined tariffed and untariffed rate).

☐ **Option 2****Tariffing**

Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within the package and denote which services are unregulated.

Disconnection Procedures

Under option 2, if a customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the LEC may discontinue the provision of any regulated and unregulated services, other than basic local exchange service, if payment is sufficient to cover the rate for basic local exchange service. For purposes of this rule, the rate for basic local exchange service shall be the tariffed rate for stand-alone basic local exchange service. In the event a CLEC does not offer basic local exchange service on a stand-alone basis, the CLEC shall identify an amount in the tariff for the basic local exchange service component of the package. In no event shall this amount exceed the packaged rate. Further, if the customer loses services included in the package due to non-payment or partial payment pursuant to this rule, the customer shall be entitled to add, change, or discontinue any regulated services provided according to the LEC's normal procedures for adding, changing or discontinuing such services.

Disconnection Notice

Under option 2, the LEC shall, in its notice of disconnection for non-payment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package.

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Exhibit 1
Informational Tariff

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
GOVERNING THE PROVISION OF DEDICATED SERVICES
FOR CONNECTION TO PUBLIC AND PRIVATE
COMMUNICATIONS FACILITIES WITHIN
THE STATE OF OHIO

Issued: January 27, 2004

Effective: February 27, 2004

Issued By: Andy Elson
Vice President Regulatory Accounting
5619 DTC Parkway – Suite 800
Greenwood Village, CO 80111

CHECK SHEET

The pages of this Tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original tariff and are in effect on the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original	26	Original	51	Original	76	Original
1	Original	27	Original	52	Original	77	Original
2	Original	28	Original	53	Original	78	Original
3	Original	29	Original	54	Original	79	Original
4	Original	30	Original	55	Original	80	Original
5	Original	31	Original	56	Original	81	Original
6	Original	32	Original	57	Original	82	Original
7	Original	33	Original	58	Original	83	Original
8	Original	34	Original	59	Original	84	Original
9	Original	35	Original	60	Original	85	Original
10	Original	36	Original	61	Original	86	Original
11	Original	37	Original	62	Original	87	Original
12	Original	38	Original	63	Original	88	Original
13	Original	39	Original	64	Original	89	Original
14	Original	40	Original	65	Original	90	Original
15	Original	41	Original	66	Original	91	Original
16	Original	42	Original	67	Original	92	Original
17	Original	43	Original	68	Original	93	Original
18	Original	44	Original	69	Original	94	Original
19	Original	45	Original	70	Original	95	Original
20	Original	46	Original	71	Original	96	Original
21	Original	47	Original	72	Original	97	Original
22	Original	48	Original	73	Original	98	Original
23	Original	49	Original	74	Original		
24	Original	50	Original	75	Original		
25	Original						

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1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purpose indicated below:

C	-	To signify changed regulation.
D	-	To signify discontinued rate or regulation.
I	-	To signify increased rate.
M	-	To signify a move in the location of text.
N	-	To signify new rate or regulation.
R	-	To signify reduced rate.
S	-	To signify reissued matter.
T	-	To signify a change in text but no change in rate or regulation.

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2. DEFINITIONS

Certain terms used generally throughout this Tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Access Services

The Company's interstate telephone services offered pursuant to this Tariff.

Application for Service

An application which includes all pertinent billing, technical and other descriptive information which will enable the Carrier, ACC Telecommunications, LLC I/k/a Adelphia Business Solutions, to provide the specified communications services.

Authorized User

A person, firm or corporation which is authorized by the customer or joint user to be connected to the service of the customer or joint user, respectively.

Bit

The term "Bit" denotes the smallest unit of information in a binary system of notation.

Carrier

ACC Telecommunications, LLC I/k/a Adelphia Business Solutions referred to as Adelphia or Company.

Carrier's Point of Presence

Location of Carrier's terminals in each location used to originate or terminate interexchange transmissions.

Channel or Circuit

A communications path between two or more points having a transmission speed specified in this Tariff.

Channel Termination

Channel Termination provides for a standard interface arrangement which includes the technical characteristics, facilities, and signaling capability (if any) associated with the type of service provided

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2. DEFINITIONS (Cont'd)

Commission

The Public Utilities Commission of Ohio.

Company

ACC Telecommunications, LLC I/k/a Adelphia Business Solutions the issuer of this Tariff unless the context clearly indicates otherwise.

Customer

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

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific customer.

Data

The term "Data" denotes the representation of information as characters that are in a digital or analog form and to which meaning can be assigned.

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2. DEFINITIONS (Cont'd)

Demarcation Point

The point of demarcation and/or interconnection between Company's communications facilities and terminal equipment, protective apparatus, or wiring at a subscriber's presence.

DS-1

Digital Signal Level 1 service, a 1.544 Mbps signal.

DS-3

Digital Signal Level 3 service, a 44.736 Mbps signal.

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Expedite

A service description plus the accompanying installation or change to related circuits processed in a time period shorter than Carrier's standard service interval, upon request by a Customer.

Individual Case Basis

A service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the case.

Interruption

A condition whereby the service or portion of the service is inoperative, beginning at the time of notice by the Customer to Carrier that such service is inoperative, and ending at the time of restoration.

Intrastate Access Service

Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

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2. DEFINITIONS (Cont'd)

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No 4.

Mbps

Megabits per second, or millions of bits per second.

Multiplexing

Multiplexing, or "muxing" is the sequential combining of lower bit rate services onto a higher bit rate service for more efficient facility capacity usage, or vice versa.

Custom Multiplexing

The multiplexing or preparation of traffic for transport on Carrier's network that is normally considered non-standard, such as 10 mb, or 16 mb signals.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing one-way and/or two-way information transmissions originating from points within the State of Ohio.

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2. DEFINITIONS (Cont'd)

Non-recurring Charges

POP – Point of Presence

The interconnection location of an interstate service provider.

Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

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2. DEFINITIONS (Cont'd)

SONET

SONET (Synchronous Optical Network) is a set of standards that establishes specifications for optical data transport.

User

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

Voice Grade Facility

The term "Voice Grade Facility" denotes a communications channel with a bandwidth of approximately 2,700 Hertz (300 to 3,000 Hertz).

Zone 1

Each Ameritech wire center has been assigned to a Rate Zone. The following Ameritech wire centers are assigned to Zone 1: AKRNOH25, CLEVOH62, CLMBOH11 and DYTNOH22.

Zone 2

Each Ameritech wire center has been assigned to a Rate Zone. The following Ameritech wire centers are assigned to Zone 2: BCWDOH 46, BKPKOH26, BKPKOH97, CLEVOH25, CLEVOH42, CLEVOH43, CLEVOH53, CLEVOH64, CLEVOH74, CLHGOH32, CLMBOH27, CLMBOH29, DYTNOH25, LKWDOH52, MPHGOH66, SHHGOH92, TOLDOH21, WOTNOH88.

Zone 3

Each Ameritech wire center has been assigned to a Rate Zone. All Ameritech wire centers not assigned to Zone 1 or Zone 2 are assigned to Zone 3.

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3. APPLICATION OF TARIFF

- 3.1 This Tariff applies to intrastate access service supplied to Customers for origination and termination of traffic to and from Central Office codes directly assigned to the Company.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the State of Ohio.

3.1.1 Dedicated High-Speed Digital Service

The furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from nonresidential user points within the State of Ohio.

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4. REGULATIONS

4.1 Undertaking of the Company

4.1.1. Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

4.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.3 Terms and Conditions (Cont'd)

- D) This Tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.

4.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D) The Company shall not be liable for any claims for loss or damages involving:
 - 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
 - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

D) (Cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company.
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.
- 11) Any noncompletion of calls due to network busy conditions.
- 12) Any calls not actually attempted to be completed during any period that service is unavailable.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- E) The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.4 Limitations on Liability (Cont'd)

- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments, or inspections.

4.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services under this Tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
 - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - 2) the reception of signals by Customer-provided equipment; or

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.6 Provision of Equipment and Facilities (Cont'd)

B) (Cont'd)

- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

4.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken:

- (a) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (b) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (c) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) in a quantity greater than that which the Company would normally construct;
- (e) on an expedited basis;

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4. REGULATIONS (Cont'd)

4.1 Undertaking of the Company (Cont'd)

4.1.7 Special Construction

- (f) on a temporary basis until permanent facilities are available;
- (g) involving abnormal costs; or
- (h) in advance of its normal construction.

Special construction charges will be determined as described herein.

4.1.8 Ownership of Facilities

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

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4. REGULATIONS (Cont'd)

4.2 Prohibited Uses

- A) The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- C) The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

4.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

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4. REGULATIONS (Cont'd)

4.3 Obligations of the Customer (Cont'd)

4.3.2 Liability of the Customer (Cont'd)

- C) The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

- A) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

4.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.

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4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.2 Inspections (Cont'd)

- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

4.4.3 Station Equipment

- A) Customer-provided terminal equipment on the premises of the customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer, authorized user, or joint user.

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4. REGULATIONS (Cont'd)

4.4 Customer Equipment and Channels (Cont'd)

4.4.3 Station Equipment (Cont'd)

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

4.4.4 Interconnection Provisions

Facilities furnished under this Tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this Tariff.

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4. REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments

4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

4.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) three months' charges for a service or facility which has a minimum payment period of one month; or
 - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

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4. REGULATIONS (Cont'd)

4.5 Customer Deposits and Advance Payments (Cont'd)

4.5.2 Deposits (Cont'd)

- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue interest at a rate specified by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however, designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the customer or other users for services and facilities furnished to the Customer by the Company.

A) Non-recurring charges are due and payable within 30 days after the date of the invoice.

B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.1 Payment for Service (Cont'd)

- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a prorata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.2 Billing and Collection of Charges (Cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
 - 1) a rate of 1.5 percent per month; or
 - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty dollars (\$20.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 2.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes

A) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.3 Billing Disputes (Cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.4 Discontinuance of Service for Cause (Cont'd)

- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

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4. REGULATIONS (Cont'd)

4.6 Payment Arrangements (Cont'd)

4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

4.6.7 Cancellation of Application for Service

- (A) The customer may cancel an application for service prior to installation of the equipment provided that the customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- (B) Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service

4.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

4.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.2 Limitations of Allowances (Cont'd)

- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

4.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.4 Application of Credits for Interruptions in Service (Cont'd)

D) Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full days credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

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4. REGULATIONS (Cont'd)

4.7 Allowances for Interruptions in Service (Cont'd)

4.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

4.7.6 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.7.7 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- 1) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;

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4. REGULATIONS (Cont'd)

4.8 Cancellation of Service/Termination Liability

4.8.1 Termination Liability

- 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- 3) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- 4) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

4.9 Customer Liability for Unauthorized Use of the Network

4.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.

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4. REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.1 Unauthorized Use of the Network (Cont'd)

B) The following activities constitute fraudulent use:

- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
- 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
- 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

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4. REGULATIONS (Cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (Cont'd)

4.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS

5.1 General

The various types of Carrier service offerings are described below. Carrier services are billed at predetermined monthly rates. Recurring charges are billed in advance of the month in which service is performed. In addition, the optional features and any extraordinary installation costs other than recurring and non-recurring charges may apply as described herein. Customers requesting these services may subscribe to services on a month-to-month basis, or for term discount plan, as designated herein. Customers subscribing to a term discount plan may receive a discount on charges for these arrangements. Agreements for services requiring special construction or arrangements will be negotiated on an ICB.

The Company's prices are in many cases based on the geographic location of the end points as proximate to Ameritech's wire centers. Each Ameritech wire center has been assigned a Rate Zone of Zone 1, Zone 2 or Zone 3. These Rates Zones are defined in Section 2 of this Tariff.

5.2 Service Configurations

There are two types of service configurations over which Carrier's services are provided: point-to-point service and multipoint service.

a) Point-To-Point Service

Point-To-Point Service connects two Customer-designated premises, either on a directly connected basis, or through a hub where multiplexing functions are performed.

b) Multipoint Service

Multipoint Services connect three or more Customer designated premises through a Carrier hub. There is no limitation on the number of locations connected via multipoint service. However, when more than three points are provided in tandem, the quality of service may be degraded. Multipoint service may be provided where technically possible. If Carrier determines that the requested characteristics for a multipoint service are not compatible, the Customer will be advised and given the opportunity to change the order within 60 days.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications

The following service descriptions and technical specifications will apply to Carrier's services. When references to Bellcore Technical Publications on file with the Public Utilities Commission of Ohio are made for performance criteria, the criteria will be considered objectives for Carrier's performance. In no case should the reference to these Bellcore standards be construed as creating any warranties on the part of Carrier. Technical publications are available for review by the Customer upon request.

5.3.1 DS-1 Service

A. DS-1 Service, or Digital Signal Level 1 Service, is a channel for the transmission of 1.5644 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-1 Channels are provided between Customer designated locations and between Customer designated locations and a Carrier's hub.

B. Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

C. DS-1 Service provides for the simultaneous two-way transmission of a serial, bi-polar, return-to-zero, isochronous digital signal at a terminating bit rate of 1.544 megabits per second (Mbps).

D. DS-1 Service is provided at the option of the Company where facilities permit. If appropriate facilities are not available, special construction charges may apply.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

E. Optional Features.

- Central Office Multiplexing and Cross Connect Services. These optional services may be available with DS-1 Service upon request.

5.3.2 DS-3 Service

A. DS-3 Service, or Digital Signal Level 3 Service, is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 Channels are provided between Customer designated locations and/or between Customer designated locations and a Carrier's hub. DS-3 service is provided with an electrical interface. As an option, this service may be provided to a Customer with an optical interface at the Customer's premises. Services with this option will terminate in Carrier's Optical Line Terminating Equipment (OLTE) located in Carrier's hub. The OLTE located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located in Carrier's hub. The optical interface option is available only where facilities permit, and is offered on an Individual Case Basis (ICB).

B. Technical standards are defined in Bellcore Technical Reference TR-NPL-000054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, PUB 62411A.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

C. DS-3 Service is a two-point dedicated service that provides for simultaneous two-way transmission of serial, isochronous digital signals at a terminating bit rate of 44.736 Megabits per second (Mbps). The interface to the customer will be an electrical signal. The service is available in a point-to-point configuration.

D. DS-3 Service is provided at the option of the Company where facilities permit. If appropriate facilities are not available, special construction charges may apply.

E. Optional Features.

- Central Office Multiplexing and Cross Connect Services. These optional services may be available with DS-3 Service upon request.

5.3.3 Multiplexing Services

Multiplexing Service may be provided upon request.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.4 ACC OC-*n* Point-to-Point Service

A. ACC OC-*n* Point-to-Point Service provides high speed synchronous optical fiber-based full duplex data transmission capabilities. This service provides optical data transmission with the following characteristics:

- ACC OC-3 Service provides channels operating at the terminating bit rate of 155.52 Mbps
- ACC OC-12 Service provides channels operating at the terminating bit rate of 622.08 Mbps
- ACC OC-48 Service provides channels operating at the terminating bit rate of 2488.32 Mbps
- ACC OC-192 Service provides channels operating at the terminating bit rate of 9953.28 Mbps

B. ACC OC-*n* channels may be used to connect:

- A customer-designated premises to another customer-designated premises.

C. The customer is responsible via the ordering process to identify what STS signal configuration is to be contained in each OC-*n* service connection and each STS-1, STS-3 and/or STS-12 payload content. This information is needed for routing and connection purposes in the network.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

- D. When ACC OC-*n* Point-to-Point Service is provided, the customer is responsible for providing the Optical Line Termination (OLT) at the customer's premises.
- E. All LDCs comprising a channel must have the same terminating bit rate unless multiplexing is performed at a Company Hub location.
- F. ACC OC-*n* Point-to-Point Service is provided at the option of the Company where appropriate SONET facilities are available. If appropriate facilities are not available, special construction charges may apply.
- G. The minimum service period for ACC OC-*n* Point-to-Point Service is 12 months.
- H. The technical specifications for ACC OC-*n* Point-to-Point Service are described in Technical Reference AM TR-NIS-000111. The Company will work with the customer to select compatible Optical Line Terminations (OLTs) which conform to the requirements set forth in Technical Reference Publication AM TR-TMO-000101.
- I. The network channel interfaces define the bit rates that are available for ACC OC-*n* Point-to-Point Service operating at speeds of 155.52 Mbps, 622.08 Mbps, 2488.32 Mbps and 9953.28 Mbps, respectively. Network Channel interfaces and codes are described in ACC Technical Publication AM TR-TMO-000080.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

<u>Subject</u>	<u>Technical Reference</u>
ACC Service's Network Channel and Network Channel Interface Codes	AM TR-TMO-000080
ACC Digital Service Transmission Parameters	AM TR-TMO-000101
ACC OC-3, OC-12, OC-48 and OC-192 Service Interface Specifications	AM TR-NIS-000111

e. Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.5. Dedicated Ring Service

- A. Description. ACC OC-*n* Dedicated Ring Service provides a customer a dedicated custom network. The network is in a ring architecture designed to provide increased reliability and functionality connecting multiple customer-designated locations via self-healing network designs. Dedicated Ring Service will provide 50-millisecond protection switching after fault detection to assure 100 percent availability of the services on the ring.

ACC OC-*n* Dedicated Ring Service is an alternative to ACC OC-*n* Point-to-Point Service between multiple customer locations.

Dedicated Ring Configuration

Nodes

The ring will provide connectivity to multiple customer-designated locations (nodes). However, a ring must have a minimum of two nodes, excluding sub-ring nodes. A maximum of 16 nodes including regenerators will be allowed per ring.

The Company reserves the right to determine the order of the nodes on the ring.

When a customer premises node is located in the same building as a company node, diversity between the two nodes may not be available.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.5. Dedicated Ring Service (Cont'd)

If a customer co-locates two customer premises nodes of the same speed, on the same dedicated ring, on the same premises, the additional node will be billed as an "additional node". This option does not provide diversity between these two co-located nodes and the rest of the ring.

The customer will be billed times and material for any additional charges incurred by the Company in locating Company equipment at the customer premises.

Ports

The ring capacity will be either OC-3, OC-12, OC-48, or OC-192. Lower speed channels are accessible at nodes via port terminations.

The Company will determine the acceptable interfaces.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.5. Dedicated Ring Service (Cont'd)

By using the existing ACC OC-*n* Point-to-Point Service and cross-connection capability; ACC OC-3 Point-to-Point Service may connect to an OC-3 port of an OC-12, OC-48 or OC-192 ring or ACC OC-12 Point-to-Point Service may connect to an OC-12 port of an OC-48 or OC-192 ring, or ACC OC-48 Point-to-Point Service may connect to an OC-48 port of an OC-192 ring located at a Company node.

DS1 ports, DS3 ports and STS-1 channels within OC-3 ports may not connect to any other ports within the same node. All other port-to-port connections are allowable except for DS3 port to DS1 port connections. If a DS3 to DS1 connection is required, it may be accomplished by the customer's CPE or through the current multiplexing environment of ACC DS3 Service and ACC DS1 Service described elsewhere in this tariff.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.5. Dedicated Ring Service (Cont'd)

Mileage

Mileage is the total airline distance between the serving wire center of each node involved on the ring. A one mile minimum will be billed between nodes.

A two node ring configuration has a two mile minimum – one mile from the Company Node to the customer premises node, and one mile from the customer premises node to the Company node.

Dedicated Ring Regenerator

Regenerators provide essential detection and retransmission of SONET Optical 155.52 Mbps, 622.08 Mbps, 2488.32 Mbps and 9953.28 Mbps signals between nodes. Regenerators will only be provided as required by the Company when actual fiber facility distances between customer-designated nodes exceed inter-nodal design limits (typically 20 to 25 miles). Regenerators will be located exclusively in Company nodes and do not allow ports to access customer service connections.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.5. Dedicated Ring Service (Cont'd)

Dedicated Ring Connection Capacity

Maximum transport capacity of ACC OC-*n* Dedicated Ring Service is characterized by the total quantity of individual port-to-port connections allowed between all nodes on the ring.

For ACC OC-3 Dedicated Ring Service, the maximum ring capacity will be equal to one of the following combinations:

DS3 Port to DS3 Port Connections		DS1 Port to DS1 Port Connections	
Three	and	None	
Two	and	Up to 28	
One	and	Up to 56	
None	and	Up to 84	

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.5. Dedicated Ring Service (Cont'd)

For ACC OC-12 Dedicated Ring Service, the maximum ring capacity will be equal to one of the following combinations:

DS3 Port to DS3 Port Connections		DS1 Port to DS1 Port Connections	
Twelve	and	None	
Eleven	and	One group of 28 (28)	
Ten	and	Two groups of 28 (56)	
Nine	and	Three groups of 28 (84)	
Eight	and	Four groups of 28 (112)	
Seven	and	Five groups of 28 (140)	
Six	and	Six groups of 28 (168)	
Five	and	Seven groups of 28 (196)	
Four	and	Eight groups of 28 (224)	
Three	and	Nine groups of 28 (252)	
Two	and	Ten groups of 28 (280)	
One	and	Eleven groups of 28 (308)	
None	and	Twelve groups of 28 (336)	

For ACC OC-12 Dedicated Ring Service individual DS1 port-to-DS1 port connection capacities may be distributed only in incremental groups of 28 between any two nodes on the ring. Individual DS3 port-to-DS3 port connection capacities may be incrementally distributed between nodes on the ring in any manner.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.5. Dedicated Ring Service (Cont'd)

For ACC OC-48 Dedicated Ring Service, the maximum ring capacity will be equal to one of the following combinations:

DS3 Port to DS3 Port Connections		DS1 Port to DS1 Port Connections
Forty-eight	and	None
Forty-seven	and	One group of 28 (28)
Forty-six	and	Two groups of 28 (56)
Forty-five	and	Three groups of 28 (84)
Forty-four	and	Four groups of 28 (112)
Forty-three	and	Five groups of 28 (140)
Forty-two	and	Six groups of 28 (168)
Forty-one	and	Seven groups of 28 (196)
Forty	and	Eight groups of 28 (224)
Thirty-nine	and	Nine groups of 28 (252)
Thirty-eight	and	Ten groups of 28 (280)
Thirty-seven	and	Eleven groups of 28 (308)
Thirty-six	and	Twelve groups of 28 (336)
Continuing down the scale to:		
None	and	Forty-eight groups of 28 (1344)

For ACC OC-48 Dedicated Ring Service, individual DS1 port-to-DS1 port connection capacities may be distributed only in incremental groups of 28 between any two nodes on the ring. Individual DS3 port-to-DS3 port connection capacities may be incrementally distributed between nodes on the ring in any manner.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.5. Dedicated Ring Service (Cont'd)

For ACC OC-192 Dedicated Ring Service, the maximum ring capacity between nodes is not to exceed 96 STS-1 equivalents.

ACC OC-192 Dedicated Ring Service will also provide capability for node-to-node connection of STS-1 or STS-3C channels using OC-3, OC-3c, OC-12, OC-12c, OC-48 or OC-48c ports on the OC-192 ring.

ACC OC-192 Dedicated Ring Service will also provide capability for node-to-node connection of STS-12C channels using OC-12, OC-12c, OC-48 or OC-48c ports on the OC-192 ring.

ACC OC-192 Dedicated Ring Service will also provide capability for node-to-node connections of STS-48C channels using OC-48, or OC-48c ports on the OC-192 ring.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.5. Dedicated Ring Service (Cont'd)

B. Terms and Conditions. The following terms and conditions apply to ACC OC-n Dedicated Ring Service:

1. Dedicated Ring Service is provided at the option of the Company where appropriate SONET facilities are available. If appropriate facilities are not available, Special Construction charges may apply.
2. Dedicated Ring Service has a minimum service period of 36 months.
3. The Customer will be billed time and material for any additional charges incurred by the Company in locating Company equipment at the customer premises for Dedicated Ring Node installations.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.5. Dedicated Ring Service (Cont'd)

C. Technical References. The Network Channel Interface (NCI) and the Network Channel Codes (NC) and all other associated material are contained in Ameritech Technical Publication AM TR-TMO 000080 and AM TR-TMO-000101.

<u>Subject</u>	<u>Technical Reference</u>
ACC's Services Network Channel and Network Channel Interface Codes	AM TR-TMO-000080
ACC's Digital Service Transmission	AM TR-TMO-000101
ACC's OC-3, OC-12, OC-48 and OC-192 Dedicated Ring Service Interface Specifications	AM TR-NIS-000111

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.6. Ethernet Service

A. Description. Ethernet Service is a service which provides the transmission of data at a discrete bit rate of 1 Gbps, in Ethernet format. This service can be used to connect customer-designated premises in a Node-to-Node configuration. Within a single network, one or more channels may be provided.

Ethernet Service can be used to seamlessly extend customer local area networks to off-site locations such as data centers, storage locations or satellite office locations within the same metro area. Applications that could be used with Ethernet Service include LAN-to-LAN connectivity, CAD/CAM file transfer, telemedicine and business continuity transport.

B. Terms and Conditions. In addition to regulations set forth elsewhere in this Tariff, the following regulations apply to Ethernet Service:

1. The customer provided equipment (CPE) must deliver the data signal for the Ethernet transport within the industry specification for the subscribed data service.
2. Ethernet Service provides physical layer transport only. The Company assumes no responsibility for the through transmission of signals generated by CPE, for the quality of or defects in such transmission, for the reception of signals by CPE, or address signaling to the extent addressing is performed by CPE. Error detection and correction of data generated by CPE is the customer's responsibility.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.6. Ethernet Service (Cont'd)

3. Ethernet Service designed to provide connectivity at the discrete bit rate of 1 Gbps. The service is considered interrupted when the customer reports to the Company and the Company confirms that continuity has been lost.
4. Ethernet Service is provided at the option of the Company where facilities permit. If appropriate facilities are not available, Special Construction charges may apply.
5. Node terminations are not allowed in Company wire centers.
6. Interoffice mileage is calculated using the V and H coordinate method described in 5.6(d).
7. Repeaters (circuit regenerators) will be located as required. A monthly charge will be associated with each repeater network element, except for the first repeater in a circuit path (as the first repeater is also used for service alarming and monitoring purposes).
8. Route diversity options are available where facilities exist. If appropriate facilities do not exist, Special Construction charges may apply. Route diversity is only available to customers with service installed after September 24, 2003.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.6. Ethernet Service (Cont'd)

D. Standard Features. All basic service configurations provide full duplex transmission. There is one type of Ethernet Service configuration: Node-to-Node Service. A Node-to-Node configuration connects two customer-designated premises either inter- or intra-wire center. The customer provided equipment (CPE) must deliver the data signal for the Ethernet transport within the industry specification for the subscribed data service.

Service elements are:

- Node Termination (two applicable)
- Wire Center Termination (two applicable) (where applicable)
- Channel Mileage ("x" miles) (where applicable)
- Repeater (where required) (where applicable)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.6 Ethernet Service (Cont'd)

D. Optional Features. Route diversity options are available where facilities exist. If appropriate facilities do not exist, Special All basic service configures provide full duplex transmission. Construction charges may apply. End-to-end diversity can be achieved by coupling Alternative Wire Center Diversity with Inter-Wire Center Diversity. Diversity Options are only available to customers with service installed after September 24, 2003. Ethernet Service offers the following diversity options:

- Local Channel Diversity

Local Channel Diversity provides for a transmission path between a designated customer premise and the standard serving wire center (SWC) that is diverse from the normal/standard transmission path. Local Channel Diversity requires two Ethernet Services be purchased by the same customer of record. With this arrangement, one or more node termination channels will be provisioned over the standard route and one or more node termination channels will be provisioned over the diverse route. Local channel diversity does not provide for full diversity; it only allows for diversity from the splice point closest to the customer's property line to the SWC. If a customer desires full diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.6 Ethernet Service (Cont'd)

- Inter-Wire Center Diversity

Inter-Wire Center Diversity arrangements presume that each end of a Ethernet node termination channel is served out of a different serving wire center (SWC). This arrangement provides a transmission path for Ethernet node termination channels between the customer's designated SWC and the serving wire center at the distant end of the circuit, over a transmission path that is separate from the standard transmission path between the two wire centers. Interoffice mileage will be calculated between the intermediate serving wire centers along the circuit path of the diversely routed Ethernet Service. Inter-Wire Center Diversity requires two Ethernet Services be purchased by the same customer of record.

Inter-wire center diversity does not provide for full diversity; it only offers interoffice diversity. If a customer desires full diversity, Alternate Wire Center Diversity must be implemented along with Inter-Wire Center Diversity. Additionally, arrangements must be made for constructing dual entrance facilities at the customer's premise, at the customer's expense.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.6 Ethernet Service (Cont'd)

- **Alternate Wire Center Diversity**

Alternate Wire Center Diversity is for the local loop only. It provides a node termination transmission path for Ethernet service between the customer's designated premises and a wire center that is not the normal (or standard) serving wire center. The Company will choose the alternate wire center closest to the customer's designated premise that is capable of providing Ethernet Service over the alternate route. Alternate Wire Center Diversity does not require two Ethernet Services purchased by the same customer of record, nor does it require the customer to have an existing Ethernet circuit operating over the normal (or standard) route to the normal (or standard) serving wire center. With this arrangement, one or more node termination channels will be provisioned over the alternate route. If a customer desires full diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Service Descriptions and Technical Specifications (Cont'd)

5.3.6 Ethernet Service (Cont'd)

- E. Technical References. The customer interface to Ethernet Service is as specified in:

<u>Subject</u>	<u>Technical Reference</u>
Ethernet Standards for the SBC Local Exchange Companies	SBC-TP-76412-000

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.4 Rate Categories

The following rate categories may apply to Carrier's Services.

a) Local Distribution Channel

The Local Distribution Channel provides interconnection between the Company Point of Presence and the customer.

b) Channel Mileage

Channel Mileage provides for the transmission facilities between two customer designated premises.

c) Channel Mileage Termination

Channel Mileage termination provides for the termination of transmission facilities between two customer designated premises.

d) Repeater

A repeater (circuit regenerator) will be used to extend the transmission of Ethernet Service. The Company will determine when repeaters are necessary. In addition, the first repeater in a multi-repeater circuit will be used for service alarming and monitoring purposes.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.4 Rate Categories (Cont'd)

e) Node Termination

Provides for the communications path between the customer-designated premises and the serving wire center of that premise, or between two customer-designated premises.

f) Wire Center Termination (WCT)

Provides for the termination of digital transmission facilities between two or more serving wire centers. These transmission facilities are categorized as channel mileage, as described above.

g) Optional Features and Functions

The Optional Features and Functions Rate Category provides for optional services which may be added to a Carrier's service to improve its quality or characteristics to meet specific communications requirements. These services are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics which may be obtained. These characteristics may be derived using various combinations of equipment.

h) Extraordinary Charges

From time to time, customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Carrier to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.3 Rate Categories (Cont'd)

In these cases, the Customer will be billed additional charges computed on an ICB. Special services not addressed in this Tariff shall be approved by the Public Utilities Commission of Ohio prior to the provision of such service.

i) Volume Discounts

Discounts for specified dollar volumes of traffic to a specific location or aggregate dollar volumes may apply, as specified in this Tariff, to customers that subscribe to substantial volumes of Carrier's services.

j) Term Discounts

Customers will be eligible for discounts for executing agreements for services for a period of months, as specified in this Tariff.

5.5 Application of Rate Elements

The rate elements described in Section 5.4 of this Tariff will be applied as follows:

a) Point-To-Point Services

- Local Distribution Channel (when applicable)
- Channel Mileage Terminations (when applicable)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.4 Rate Categories (Cont'd)

b) Multipoint Services

- Local Distribution Channel (when applicable)
- Channel Mileage Terminations (one per designated Customer location)
- Channel Mileage (when applicable)
- Optional Features and Functions (when applicable)
- Extraordinary Charges (when applicable)
- Volume Discounts (when applicable)
- Term Discounts (when applicable)

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.6 Regulations and Computations of Mileage

- a) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- b) All times refer to local time.
- c) All inter-city services are rated according to the mileage between the Carrier's Point of Presence in each city.
- d) Airline mileage, used in connection with determining rates for intercity portions of services and facilities, is obtained by using the "V" and "H" coordinates assigned to each point as set forth in (e) below. This procedure is referenced in the AT&T Tariff FCC No. 10. To determine the airlines distance between any two locations, proceed as follows:
 - (i) Utilize the "V" and "H" coordinates for each Customer designated location.
 - (ii) Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
 - (iii) Square each difference obtained in step (ii) above.
 - (iv) Add the square of the "V" difference and the "H" difference obtained in step (iii) above.
 - (v) Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.7 Contract Rates - Special Pricing Arrangements-ICB

- a) In lieu of the rates otherwise set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.
- b) In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

5.8 Back Billing

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

5.9 Taxes

a) Sales, Use and Excise Taxes

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

5.10 [Reserved]

5.11 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filed with the Public Utilities Commission of Ohio subject to the requirements of applicable law, except if the promotion is to reduce rates.

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5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (Cont'd)

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6. RATES

6.1 DS-1 Service

a) Service Elements.

Description	Nonrecurring Charge
Administrative Charge	
- per order	\$ 60.00
Zone 1	60.00
Zone 2	60.00
Zone 3	
Design and Central Office Connection Charged	
- per circuit	\$ 144.00
Zone 1	144.00
Zone 2	144.00
Zone 3	
Customer Connection Charge	
- per termination	\$ 213.00
Zone 1	213.00
Zone 2	240.00
Zone 3	

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6. RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

a) Service Elements (Cont'd)

Description	Monthly Rate
Local Distribution Channel – per point of termination	
Zone 1	\$216.25
Zone 2	224.00
Zone 3	242.00
Channel Mileage Termination – per point of termination	
Zone 1	88.50
Zone 2	88.50
Zone 3	88.50
Channel Mileage – per mile	
Zone 1	28.25
Zone 2	28.25
Zone 3	28.25

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6. RATES (Cont'd)

6.1 DS-1 Service (Cont'd)

b) Payment Plans.

- Month-to-Month. DS-1 Service is available on a month-to-month basis.

6.2 DS-3 Service

a) Service Elements.

Description		Nonrecurring Charge
Administrative Charge		
-	per order	
	Zone 1	\$60.00
	Zone 2	\$60.00
	Zone 3	\$60.00
Design and Central Office Connection Charge		
-	per circuit	
	Zone 1	\$456.00
	Zone 2	\$480.00
	Zone 3	\$480.00
Customer Connection Charge		
-	per termination	
	Zone 1	\$800.00
	Zone 2	\$880.00
	Zone 3	\$900.00

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6. RATES (Cont'd)

6.2 DS-3 Service (Cont'd)

a) Service Elements (Cont'd)

Description	Monthly Payment <i>Term Payment Plans</i>	
	12 Month	Monthly Extension
Local Distribution Channel		
- per point of termination		
Zone 1	\$2,580.00	\$3,320.00
Zone 2	2,710.00	3,600.00
Zone 3	2,950.00	3,980.00
Channel Mileage Termination		
- per point of termination		
Zone 1	356.00	450.00
Zone 2	392.00	450.00
Zone 3	402.00	450.00
Channel Mileage		
- per mile		
Zone 1	112.00	136.00
Zone 2	124.00	136.00
Zone 3	124.00	136.00

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6. RATES (Cont'd)

6.2 DS-3 Service (Cont'd)

b) Payment Plans.

- Term Payment Plan. DS-3 Service is only available to customers on a twelve month plan. After the minimum period is satisfied, the monthly extension price will apply unless a new twelve month plan is selected.

c) Termination Charges

- Termination Charges will apply to service terminated prior to the contracted period.

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6. RATES (Cont'd)

6.3 OC-n Point-to-Point Service

a) Service Elements.

Description	Nonrecurring Charge
Administrative Charge - per order	
ACC OC-3 Service 155.52 Mbps	\$60.00
ACC OC-12 Service 622.08 Mbps	60.00
ACC OC-48 Service 2488.32 Mbp	60.00
ACC OC-192 Service 9953.28 Mbps	60.00
Design and Central Office Connection Charged - per circuit	
ACC OC-3 Service 155.52 Mbps	\$375.00
ACC OC-12 Service 622.08 Mbps	375.00
ACC OC-48 Service 2488.32 Mbps	500.00
ACC OC-192 Service 9953.28 Mbps	2,250.00
Customer Connection Charge - per termination	
ACC OC-3 Service 155.52 Mbps	\$450.00
ACC OC-12 Service 622.08 Mbps	450.00
ACC OC-48 Service 2488.32 Mbps	600.00
ACC OC-192 Service 9953.28 Mbps	600.00

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6. RATES (Cont'd)

6.3 OC-n Point-to-Point Service (Cont'd)

a) Service Elements (Cont'd)

Description	Minimum Term	Monthly Extension
Local Distribution Channel – per point of termination		
OC-3 (12 Months)	\$1,607.00	\$1,607.00
OC-12 (12 Months)	4,000.00	4,000.00
OC-48 (12 Months)	8,000.00	8,000.00
OC-192 (36 Months)	20,400.00	29,400.00
Channel Mileage Termination – per point of Mileage Termination		
OC-3 (12 Months)	469.00	469.00
OC-12 (12 Months)	700.00	700.00
OC-48 (12 Months)	1,575.00	1,575.00
OC-192 (36 Months)	4,260.00	7,035.00
Channel Mileage – per mile		
OC-3 (12 Months)	250.00	250.00
OC-12 (12 Months)	500.00	500.00
OC-48 (12 Months)	550.00	550.000
OC-192 (36 Months)	520.00	650.00
Optional Features		
Add/Drop Multiplexing per arrangement		

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OC-3 (12 Months)	1,107.00	1,107.00
OC-12 (12 Months)	2,750.00	2,750.00
OC-48 (12 Months)	5,000.00	5,000.00
OC-192 (36 Months)	10,530.00	15,000.00

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6. RATES (Cont'd)

6.3 OC-n Point-to-Pont Service (Cont'd)

a) Service Elements (Cont'd)

Optional Features (cont'd)

Description	Monthly Price
Add/Drop Function	
OC-3 Service	
- per DS-3 Add or Drop	\$120.00
- per DS-1 Add or Drop	50.00
OC-12 Service	
- per OC-3 Add or Drop	150.00
- per DS-3 Add or Drop	120.00
- OC-48 Service	
- per OC-12 Add or Drop	375.00
- per OC-3 Add or Drop	150.00
- per DS-3 Add or Drop	120.00
OC-192 Service	
- per OC-48 Add or Drop	900.00
- per OC-12 Add or Drop	375.00
- per OC-3 Add or Drop	150.00

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6. RATES (Cont'd)

6.3 OC-n Point-to-Point Service (Cont'd)

b) Payment Plans.

- Term Payment Plan. OC-n Point-to-Point Service is only available to customers on a twelve month plan. After the minimum period is satisfied, the monthly extension price will apply unless a new twelve month plan is selected.

c) Termination Charges

- Termination Charges will apply to service terminated prior to the contracted period.

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6. RATES (Cont'd)

6.4 Dedicated Ring Service

a) Service Elements

<u>Description</u>	<u>Nonrecurring Charge</u>
Administrative Charge	
- per order	
• ACC OC-3 Dedicated Ring	\$ 50.00
• ACC OC-12 Dedicated Ring	50.00
• ACC OC-48 Dedicated Ring	50.00
• ACC OC-192 Dedicated Ring	50.00
Design and Central Office Connection Charge	
- per circuit	
• ACC OC-3 Dedicated Ring	600.00
• ACC OC-12 Dedicated Ring	600.00
• ACC OC-48 Dedicated Ring	600.00
• ACC OC-192 Dedicated Ring	2,250.00

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6. RATES (Cont'd)

6.4 Dedicated Ring Service (Cont'd)

a) Service Elements (Cont'd)

Description	Non-recurring Charge	Monthly Payment	
		Term Payment Plans	
		36 Months	60 Months
Node			
- per node type:			
OC-3			
Customer Premises			
First		\$1,770.00	\$1,415.00
Additional		1,000.00	800.00

Description	Non-recurring Charge	Monthly Payment	
		Term Payment Plans	
		36 Months	60 Months
Node (cont'd)			
- per node type:			
OC-12			
Customer Premises			
First		\$3,850.00	\$3,080.00
Additional		2,620.00	2,095.00

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6. RATES (Cont'd)

6.4 Dedicated Ring Service (Cont'd)

a) Service Elements (Cont'd)

Description	Non-recurring Charge	Monthly Payment	
		Term Payment Plans	
		36 Months	60 Months
Node (cont'd)			
- per node type:			
OC-48			
Customer Premises			
First		\$5,890.00	\$4,715.00
Additional		5,240.00	4,190.00

Description	Non-recurring Charge	Monthly Payment	
		Term Payment Plans	
		36 Months	60 Months
Node (cont'd)			
- per node type:			
OC-192			
Customer Premises			
First		\$22,000.00	\$17,650.00
Additional		19,650.00	15,700.00

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6. RATES (Cont'd)

6.4 Dedicated Ring Service (Cont'd)

a) Service Elements (Cont'd)

Description	Non-recurring Charge	Monthly Payment	
		Term Payment Plans	
		36 Months	60 Months
Node (cont'd)			
Nonrecurring Charges for subsequent installation			
- per node			
Customer Premises	\$400.00		

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6. RATES (Cont'd)

6.4 Dedicated Ring Service (Cont'd)

a) Service Elements (Cont'd)

Description	Non-recurring Charge	Monthly Price, Per line	
		36 Months	60 Months
Ports			
- per node			
DS1 at OC-3 node		\$50.00	\$45.00
DS3 at OC-3 node		120.00	110.00
DS3 at OC-12		120.00	110.00
OC-3 at OC-12 node		150.00	135.00
DS1 at OC-12		50.00	45.00
OC-12 at OC-48 node		375.00	360.00
OC-3 at OC-48 node		150.00	135.00
DS3 at OC-48 node		120.00	110.00
DS1 at OC-48 node		50.00	45.00
OC-48 at OC-192 node		950.00	900.00
OC-12, OC-12c at OC-192 node		375.00	360.00
OC-3 at OC-192 node		150.00	135.00
DS3 at OC-192 Node		120.00	110.00

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6. RATES (Cont'd)

6.4 Dedicated Ring Service (Cont'd)

a) Service Elements (Cont'd)

Description	Non-recurring Charge	Monthly Payment	
		Term Payment Plans	
		36 Months	60 Months
Nonrecurring Charges for subsequent installation			
- per port			
OC-48	500.00		
OC-12	400.00		
OC-3	400.00		
DS3	385.00		
DS1	350.00		

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6. RATES (Cont'd)

6.4 Dedicated Ring Service (Cont'd)

a) Service Elements (Cont'd)

Description	Non-recurring Charge	Monthly Payment	
		Term Payment Plans	
		36 Months	60 Months
Mileage			
- per mile between nodes by ring type			
OC-3		\$260.00	\$220.00
OC-12		260.00	220.00
OC-48		260.00	220.00
OC-192		260.00	220.00

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6. RATES (Cont'd)

6.4 Dedicated Ring Service (Cont'd)

b) Payment Plans

• Term Payment Plans

ACC OC-n Dedicated Ring Service is only available under the Term Payment Plan (TPP) whereby customers must select either a 36-month or 60-month period. If a node is added after the initial installation of the dedicated ring, the new node will carry the same TPP rate as the initial ring and be co-terminus with that TPP. However, if a node is added during the last 12 months or less of a TPP, the customer will be billed the initial TPP ring rate for a minimum period of 12 months. After the selected Term Payment Plan period is satisfied, the prevailing prices of the current plan will continue until the customer cancels or renews the service.

c) Termination Charges

Termination Charges will apply to service termination prior to the contracted period.

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6. RATES (Cont'd)

6.5 Ethernet Service

a) Service Elements

Description	Nonrecurring Charge
<u>Nonrecurring Charges</u>	
Administrative Charge - per service order	\$140.00
Design and Central Office Connection Charge - per service order	230.00
Customer Connection Charge - per premises node and wire center terminations	755.00

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Greenwood Village, CO 80111

6. RATES (Cont'd)

6.5 Ethernet Service (Cont'd)

a) Service Elements (Cont'd)

	Monthly Payment <i>Term Payment Plans</i>	
Description	12 Months	Monthly Extension
Node Termination - per point of termination	\$3,300.00	\$3,800.00
Wire Center Termination - per termination	125.00	125.00
Channel Mileage - per inter-wire center mile	125.00	125.00
Repeater - each	2,400.00	2,500.00
- each	2,400.00	2,500.00
Diversity Options - Local Channel	750.00	750.00
- Inter-Wire Center	500.00	500.00
- Alternate Wire Center	1,200.00	1,200.00

Issued: January 27, 2004

Effective: February 27, 2004

Issued By: Andy Elson
Vice President Regulatory Accounting
5619 DTC Parkway – Suite 800
Greenwood Village, CO 80111

6. RATES (Cont'd)

6.5 Ethernet Service (Cont'd)

b) Payment Plan

- Term Payment Plans

Ethernet Service is only available under the Term Payment Plan (TPP) whereby customers must select a 12 month period. After the Term Payment Plan period is satisfied, the monthly extension price will apply unless a new TPP is selected.

- Term Payment Plans

Termination Charges will apply to service terminated prior to the contracted period.

Issued: January 27, 2004

Effective: February 27, 2004

Issued By: Andy Elson
Vice President Regulatory Accounting
5619 DTC Parkway – Suite 800
Greenwood Village, CO 80111

Exhibit 2
Statement to Ohio Department of Taxation

ACC Telecommunications LLC, d/b/a Adelphia Business Solutions, currently operates under Ohio Tax Identification Number 0150-6427.

Exhibit 3
Brief Description of Services Sold

Applicant intends to provide only non-switched, dedicated intrastate and interstate telecommunications services and does not intend to offer local exchange services or intrastate message toll services. Applicant intends to provide dedicated data and internet services to business customers only.

Exhibit 4
Technical and Managerial Expertise

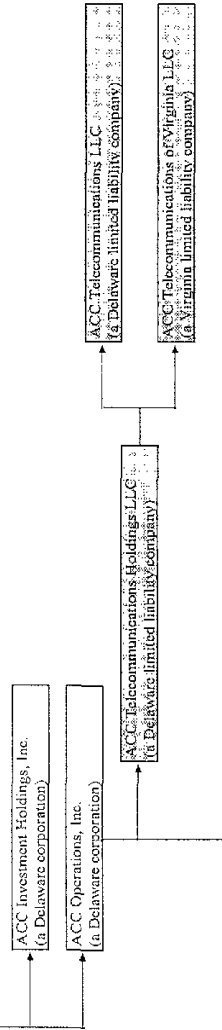
ACC Telecommunications, LLC, d/b/a Adelphia Business Solutions, was purchased from Adelphia Business Solutions in October 2001. Applicant has contracted with TelCove fka Adelphia Business Solutions to provide managerial, technical and operational functions and support for telecommunication related matters in the state of Ohio. As the Commission knows from previous correspondence, Adelphia Business Solutions provided a local and long distance functionality in Cleveland. All voice related customers were discontinued under Commission oversight in early 2003 and now ACC Telecommunications LLC dba Adelphia Business Solutions will provide only dedicated, non-switched telecommunications service.

Full technical, operational and managerial support for these services will be supplied by the employees resident in Cleveland, along with operational support through Applicant's business relationship with TelCove. Additional executive support is provided by Applicant's new senior management team located in Denver that were previously executives for AT&T Broadband prior to its sale to Comcast.

Exhibit 5
Corporate Structure and Ownership

Attached is a chart showing the Applicant's organizational structure. ACC Telecommunications LLC is a wholly-owned subsidiary of ACC Operations, Inc. ACC Operations, Inc. is the corporate entity that elects the officers and directors who can sign on behalf of ACC Telecommunications LLC.

ADELPHIA COMMUNICATIONS CORPORATION
(a Delaware corporation)



For year end: December 31, 2002
This copy updated on: July 19, 2002

Exhibit 6
Certificate of Good Standing

Attached is a copy of the applicant's Certificate of Good Standing from the Ohio Secretary of State.

United States of America
State of Ohio
Office of the Secretary of State

I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show ACC TELECOMMUNICATIONS, LLC, a Delaware Limited Liability Company, Registration Number 1214544, filed on March 09, 2001, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 8th day of September, A.D. 2003*

J. Kenneth Blackwell

Ohio Secretary of State

Validation Number: V2003251SF745F

Exhibit 7
Officers and Directors

The directors and officers to date for ACC Operations, Inc., which is the corporate entity in the ownership chain that actually elects officers and directors who act on behalf of ACC Telecommunications LLC are:

Officers:

William T. Schleyer, Chief Executive Officer
Ron Cooper, President
Vanessa Wittman, Executive Vice President and Chief Financial Officer
Connie Campbell, Treasurer
Scott MacDonald, Assistant Treasurer
Maria Arias, Assistant Secretary

Directors:

William T. Schleyer
Scott MacDonald
Vanessa Wittman
David Brunick

The directors and officers are all located at 5619 DTC Parkway, Greenwood Village, Colorado 80111, telephone number (303) 268-6300.

Exhibit 8

Attached are samples of the customer bill and disconnection notice the Applicant plans to use.

Adelphia Business Solutions Operations, Inc.
1255 Euclid Avenue, Suite 105
Cleveland, OH 44115
(888-449-3344)

WARNING: THIS IS TO NOTIFY YOU THAT YOUR DEDICATED TELECOMMUNICATIONS AND/OR DATA SERVICE (NON-LOCAL AND NON-TOLL SERVICE) FOR YOUR BUSINESS IS ABOUT TO BE DISCONNECTED. PLEASE READ THIS ENTIRE NOTICE. IT TELLS YOU WHAT TO DO TO AVOID BEING DISCONNECTED. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND CALL US IMMEDIATELY AT THE BUSINESS OFFICE NUMBER SHOWN ABOVE.

Date: _____

Customer: _____

Address: _____

Account Number: _____

Amount Past Due: _____ as of _____.

1. Your account is past due and service will be disconnected for nonpayment without further notice on _____.
2. To avoid disconnection please make payment in full or follow one of the steps shown on page two of this notice before the following date, _____.
3. A reconnection charge of _____ will be charged if your service is interrupted then reconnected. A deposit may also be required for reconnection.

Please send your payment now along with the payment page of your bill or this notice to our Billing Manager at:

Adelphia
1255 Euclid Avenue, Suite 105
Cleveland, Ohio 44115

Note that payments to an unauthorized payment agent may result in the untimely or improper crediting of your account.

If you are in need of assistance with payment of your bill, please call your service representative, **toll free**, for further information at 888-449-3344 or visit our office located at 1255 Euclid Avenue, Suite 105, Cleveland, OH 44115 Monday through Friday between the hours of 8:30 a.m. and 4:30p.m.

*Nonpayment of dedicated or data service charges will not result in the disconnection of Basic Local Service or Regulated Toll Service.

If you have already mailed payment in advance of the termination date and confirmed our receipt of payment by the due date, please disregard this notice.

OHIO CUSTOMERS

Your service will be disconnected unless you take one of the following steps before the date shown in #2 on page one:

1. Pay your bill in full; OR
2. Make an agreement acceptable to us to pay the amount past due over a period of time.

If you wish to dispute the charges due or discuss this matter with us, or if you wish to ask any questions or make any complaint, please contact our Billing Office at the telephone number shown on the face of this notice on any day, Monday through Friday, except holidays, between the hours of 9:00 a.m. and 5:00 p.m. If you are not satisfied with the resolution of this matter, you may contact the Public Interest Center of the Ohio Public Service Commission. Information on how to contact the Public Service Commission is shown below. A request should not be made to the Public Service Commission without prior discussion with our Billing Office.

The Public Interest Center of the Ohio Public Service Commission may be reached by telephone if calling from inside the State of Ohio at:

1-800-686-7826 (voice)
1-800-686-1570 (TDD)

or, if calling from outside the state of Ohio, at:

1-614-466-3292 (voice)
1-614-466-8180 (TDD)

The Public Interest Center may also be reached by writing to:

Attn: PIC
Public Interest Commission of Ohio
180 E. Broad Street
Columbus, OH 43215-3793

or, by fax at 614-752-8351.

"In a World of Change, Follow the Star that Glows Steady and Bright.
Let Freedom Ring, America!"

ADELPHIA BUSINESS SOLUTIONS IS A TOTAL SERVICE TELECOMMUNICATIONS PROVIDER.

Please contact our customer service center at - 1-877-207-9323 for all your
billing concerns.

Billing Inquiries Call: (877)207-9323

C/O ADELPHIA BUSINESS SOLUTIONS
P.O. BOX 932550
ATLANTA, GA 31193-2550

CLEVELAND
KIM
17325 EUCLID AVE
CLEVELAND OH 44112-0000

Page 1
Account Number 435-000-0023
Bill Date Sep 01, 2003

Attn: KIM

AMOUNT DUE \$ 1,506.96

SUMMARY OF ACCOUNT 435-000-0023

Balance From Previous Balance	2,702.04	
Payments Received Through 08/31/03	2,598.08	
Credits/Adjustments	.00	
Balance Forward	103.96	
Late Payment Charge	.00	
Total Balance Forward		103.96
Current Charges		
Monthly Service From 09/01/03 To 09/30/03	1,299.04	
Other Charges & Credits	.00	
Taxes	103.96	
Total Current Charges		1,403.00
Total Amount Due * Due Upon Receipt *		1,506.96

Make Checks Payable to: ADELPHIA BUSINESS SOLUTIONS - CLEV

FOR CUSTOMER USE

Amount Paid _____
Date Paid _____
Check# _____

Billing Inquiries Call: (877)207-9323

Please return this portion with your payment

CLEVELAND
KIM
17325 EUCLID AVE
CLEVELAND OH 44112-0000

Amount Due
Upon Receipt \$ 1,506.96

Amount Paid \$

Check here for change
of address

Make checks payable to: ADELPHIA BUSINESS SOLUTIONS - CLEV
C/O ADELPHIA BUSINESS SOLUTIONS
P.O. BOX 932550
ATLANTA, GA 31193-2550

Account# 435-000-0023

Billing Inquiries Call: (877)207-9323

"In a World of Change, Follow the Star that Glows Steady and Bright.
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Billing Inquiries Call: (877)207-9323

Page 3

Account Number 435-000-0023

Bill Date Sep 01, 2003

*** SUMMARY OF CURRENT CHARGES BY CIRCUIT ***

Circuit ID	Description	Circuit Type	Mthly Amount
CV/HCGA/000212//HTJ/	POINT TO POINT; PRIVATE LINE; CUSTOMER PROVIDED	DS01-P-PLCPC ;INTRASTATE/INTRALATA	324.76
CV/HCGA/000213//HTJ/	POINT TO POINT; PRIVATE LINE; CUSTOMER PROVIDED	DS01-P-PLCPC ;INTRASTATE/INTRALATA	324.76
CV/HCGA/000303//HTJ/	POINT TO POINT; PRIVATE LINE; CUSTOMER PROVIDED	DS01-P-PLCPC ;INTRASTATE/INTRALATA	324.76
CV/HCGA/000304//HTJ/	POINT TO POINT; PRIVATE LINE; CUSTOMER PROVIDED	DS01-P-PLCPC ;INTRASTATE/INTRALATA	324.76
Total			1,299.04

*** TAXES ***

Federal	State	Local	Local Additional Surcharge
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	.00	77.96	26.00	.00	
Total					103.96

TOTAL CURRENT CHARGES	1,403.00
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Billing Inquiries Call: (877)207-9323

Account Number 435-000-0023
Date of Invoice Sep 01, 2003

Page 4

*** CUSTOMER SERVICE RECORD ***

Circuit number CV/HCGA/000212//HTJ/
Customer Circuit #
DS01-P-PLCPC POINT TO POINT; PRIVATE LINE; CUSTOMER PROVIDED ;INTRASTATE/INTRALATA
Percent Interstate Usage (PIU): 0% Install Date: 04/16/02
Install Order Number: CLEV0160 Term: 3 Year
Last Order Number: CLEV0160 Term Expiration Date: 04/16/05
Customer PON: LOCAL Last Change Date: 04/16/02

Circuit Location Number (CKL):A Circuit Location Number (CKL):Z
Name: CLEVELAND CLEVELAND
Address: 17325 EUCLID AVE
NPA NXX: 216-581 216-430

DETAIL OF CHARGES

Element	Description	Unit	Qty	Unit Amount	Total Amount
D01FM	Fixed Mileage		1	32.10	32.10
D01PM	Per Mile Increment		9	12.56	113.04
D01PP	ChanTerm - Point to Point		1	179.62	179.62
Total					324.76

Circuit number CV/HCGA/000213//HTJ/
Customer Circuit #
DS01-P-PLCPC POINT TO POINT; PRIVATE LINE; CUSTOMER PROVIDED ;INTRASTATE/INTRALATA
Percent Interstate Usage (PIU): 0% Install Date: 04/16/02
Install Order Number: CLEV0161 Term: 3 Year
Last Order Number: CLEV0161 Term Expiration Date: 04/16/05
Customer PON: LOCAL Last Change Date: 04/16/02

Circuit Location Number (CKL):A Circuit Location Number (CKL):Z
Name: CLEVELAND CLEVELAND

Address: 17325 EUCLID AVE
NPA NXX: 216-430

12300 MCCracken RD
216-581

DETAIL OF CHARGES

Element	Description	Qty	Unit	Amount	Total Amount
D01FM	Fixed Mileage	1		32.10	32.10
D01PM	Per Mile Increment	9		12.56	113.04
D01PP	ChanTerm - Point to Point	1		179.62	179.62
Total					324.76

Billing Inquiries Call: (877)207-9323

Account Number 435-000-0023
Date of Invoice Sep 01, 2003

Page 5

*** CUSTOMER SERVICE RECORD ***

Circuit number CV/HCGA/000303//HTJ/

Customer Circuit #

DS01-P-PLCPC POINT TO POINT; PRIVATE LINE; CUSTOMER PROVIDED ;INTRASTATE/INTRALATA

Percent Interstate Usage (PIU): 0% Install Date: 07/30/02

Install Order Number: CLEV0330 Term: 3 Year

Last Order Number: CLEV0330 Term Expiration Date: 07/30/05

Customer PON: LOCAL Last Change Date: 07/30/02

Circuit Location Number (CKL):A

Name: CLEVELAND

Address: 12300 MCCracken RD

NPA NXX: 216-581

Circuit Location Number (CKL):Z

CLEVELAND

17325 EUCLID AVE

216-430

DETAIL OF CHARGES

Element	Description	Qty	Unit	Amount	Total Amount
D01FM	Fixed Mileage	1		32.10	32.10
D01PM	Per Mile Increment	9		12.56	113.04
D01PP	ChanTerm - Point to Point	1		179.62	179.62
Total					324.76

Circuit number CV/HCGA/000304//HTJ/

Customer Circuit #

DS01-P-PLCPC POINT TO POINT; PRIVATE LINE; CUSTOMER PROVIDED ;INTRASTATE/INTRALATA

Percent Interstate Usage (PIU): 0% Install Date: 07/30/02

Install Order Number: CLEV0331 Term: 3 Year

Last Order Number: CLEV0331 Term Expiration Date: 07/30/05

Customer PON: LOCAL Last Change Date: 07/30/02

Circuit Location Number (CKL):A

Name: CLEVELAND

Address: 17325 EUCLID AVE

NPA NXX: 216-430

Circuit Location Number (CKL):Z

CLEVELAND

12300 MCCracken RD

216-581

DETAIL OF CHARGES

Element	Description	Qty	Unit	Amount	Total Amount
D01FM	Fixed Mileage	1		32.10	32.10
D01PM	Per Mile Increment	9		12.56	113.04

Exhibit 9

Customer Application Form for Residential Service

Not applicable. Applicant is providing service to business customers only.