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April 10, 2008 *Via E-Filing* 

Renée Jenkins, Secretary of Commission Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43266-0573

RE: Case No. 08-353-TP-ATA

LDMI Telecommunications, Inc d/b/a Cavalier Telephone, d/b/a cavalier Business Communications and also d/b/a cavaliers Telephone and TV. 90-9106-TP-TRF Application to Detariff Certain Tier 2 Services

Dear Ms. Jenkins:

In compliance with Case No. 06-1345-TP-ORD, enclosed for filing please find the Application to Detariff Certain Tier 2 Services and to make other changes related to the implementation of the Case No. 06-1345-TP-ORD.

In accordance with Rule 4901:1-6-05(g), certain Tier 2 Services have been deleted from the proposed replacement Tariff which are now available on the Company's website at: www.cavtel.com.

A copy of the Residential and Non-Residential customer notices have been sent to.

The Company is submitting a replacement to incorporate the changes proposed in this filing. This Replacement Tariff, PUCO No. 7 cancels and replaces Tariff, PUCO No. 5 in its entirety.

The following documents are included with this filing:

Telecommunications Application Form for Routine Proceedings

- Exhibit A Superseded Tariff (PUCO No. 5)
- Exhibit B Proposed Replacement Tariff (PUCO No. 7)
- Exhibit C Narrative summarizing the changes
- Exhibit D Explanation on how applicant intends to comply with Rule 4901:1-6-05(G) (3)
- Exhibit E Copies of the Residential and Nonresidential Customer Notices which were sent on March 14, 2008.
- Exhibit F Affidavit signed by Company Officer verifying that the Customers Notices were sent.

Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail at sthomas@tminc.com. Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

April 10, 2008 Renée Jenkins, Secretary of Commission Public Utilities Commission of Ohio Page 2

Thank you for your assistance.

Sincerely,

Sharon Thomas

LDMI Telecommunications, Inc.

ST/lm.

Enclosures

cc:

Office of Ohio Utilities Consumer Counsel

M. Ring LDMI Telecommunications, Inc.

File:

LDMI – OH Local

TMS:

OHL0801

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

# **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD (Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of I	)	TRF Docket	90-9106-TP-	TRF		
d/b/a Cavalier Telephone, d/b/a Cav	)	Case No.	08-353-TP-ATA			
Communications, d/b/a Cavalier Telephone and TV To Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD			NOTE: Unless	o. leave the "Case No"		
Name of Registrant(s)	LDMI Telecommunication	s, In	ıc.			
DBA(s) of Registrant(s)	Cavalier Telephone, Cavalier Business			nunications, Cav	alier Te	lephone and TV
Address of Registrant(s)	2134 W. Laburnum Ave, R	ichr	mond, VA 232	227		
Company Web Address	www.cavtel.com					
Regulatory Contact Person(s)	Margaret Ring		Phone	850-465-1748	Fax	850-432-0218
Regulatory Contact Person's Email	Address mhring@cavtel.	com	 1	,	•	
Contact Person for Annual Report	Xandria Lemon		Phone	407-740-3013	Fax	407-740-0613
Address (if different from above)	2600 Maitland Center Park	way	Suite 300, M	aitland FL 32751		
Consumer Contact Information	Valeri Herbenick, Consum	ier (	Complaints		Phone	877-474-4926
Address (if different from above) 2134 W. Laburnum Ave. Ric			mond VA 232	27		

#### Part I - Tariffs

#### Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Typ		
Business Tier 2 Services	$\boxtimes$	
Residential & Business Toll Services	$\boxtimes$	$\boxtimes$
Other Changes required by Rule (Describe in detail in Exhibit C)		$\boxtimes$

#### Part II – Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
	Exhibit A	The existing affected tariff pages.
$\boxtimes$	Exhibit B	The proposed revised tariff pages.
	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including:  • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or  • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

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

#### **AFFIDAVIT**

#### Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, LDMI Telecommunications, Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and also d/b/a Cavalier Telephone and TV, and am authorized to make this statement on its behalf.

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

Executed on:	April 10, 2008	at 2600 Maitland Center Parkway Suite 300, Maitland FL, 327	51	
-	Date	* Sharon Thomas, Consultant for	_ Date	4/10/08
		LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications d/b/a/ Cavalier Telephone and TV		
• This a applic		very tariff-affecting filing. It may be signed by counsel or an officer of the app	olicant, or	an authorized agent of the
•		<u>VERIFICATION</u>		
d/b/a Cavalier provided by the	Telephone and TV v	OMI Telecommunications, Inc. d/b/a Cavalier Telephone, d/b/a Cavalier that I have utilized the Telecommunications Application For tall of the information submitted here, and all additional information nowledge.	m for De	etariffing and Related Actions
51	ner (1)			410/08
LDMI Telecom d/b/a Cavalier 1 d/b/a Cavalier I	s, Consultant for munications, Inc. Telephone Business Communicat Telephone and TV	ions	Date:	
*Verification is r	required for every filing.	It may be signed by counsel or an officer of the applicant, or an authorized ag	ent of the a	applicant.

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

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

Or

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

# LDMI TELECOMMUNICATIONS, INC. DBA CAVALIER TELEPHONE DBA CAVALIER BUSINESS COMMUNICATIONS DBA TELEPHONE AND TV

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

LDMI Telecommunications, Inc.
d/b/a Cavalier Telephone
d/b/a Cavalier Business Communications
d/b/a Cavalier Telephone and TV

Tariff P.U.C.O. No. 5 First Revised Sheet No. 1 Cancels Original Sheet No. 1

(T)

(T)

TITLE SHEET

(D)

(D)

P.U.C.O. NO. 5

LDMI Telecommunications, Inc., d/b/a Cavalier Telephone d/b/a Cavalier Business Communications and also d/b/a Cavalier Telephone and TV

(T) | (T)

90-9106-TP-TRF

#### LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

This tariff, filed with the Public Utilities Commission of Ohio contains the rates, terms and conditions applicable to the Local Exchange and Interexchange Telecommunications Services provided by LDMI Telecommunications, Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and also d/b/a Cavalier Telephone and TV.

(T) |

| (T)

#### **CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
1	1 <sup>st</sup> Revised		31	Original	61	Original
2	58 <sup>th</sup> Revised	*	32	Original	62	Original
3	41st Revised		33	Original	63	Original
3.1	34 <sup>th</sup> Revised	*	34	Original	64	Original
4	1st Revised		35	Original	65	Original
5	Original		36	Original	66	Original
6	Original		37	Original	67	Original
7	Original		38	Original	68	Original
8	Original		39	First Revised	69	Original
9	1st Revised		40	Original	70	Original
10	Original		41	Original	71	Original
11	Original		42	Original	72	Original
12	Original		43	Original	73	Original
13	Original		44	Original	74	Original
14	Original		45	Original	75	Original
15	Original		46	Original	76	Original
16	Original		47	Original	77	Original
17	Original		48	Original	78	Original
18	Original		49	Original	79	Original
19	1 <sup>st</sup> Revised		50	Original	80	Original
20	Original		51	Original	81	Original
21	Original		52	Original	82	Original
22	Original		53	Original	83	Original
23	Original		54	Original	84	Original
24	Original		55	Original	85	Original
25	Original		56	Original	86	Original
26	Original		57	Original	87	Original
27	Original		58	Original	88	Original
28	Original		59	Original	89	Original
29	Original		60	Original	90	Original
30	Original					

<sup>\* -</sup> indicates those pages included with this filing

Issued: September 17, 2007 Effective: September 17, 2007

By: Martin W. Clift, Vice President Regulatory Affairs

2134 W. Laburnum

Case No. 90-9106-TP-TRF Richmond, Virginia 23227

# **CHECK SHEET, (CONT'D.)**

<b>PAGE</b>	REVISION	<b>PAGE</b>	REVISION	<b>PAGE</b>	REVISION
91	Original	123	Original	141.15	3rd Revised
92	Original	124	Original	141.16	3rd Revised
93	1st Revised	125	Original	141.17	3rd Revised
94	Original	126	Original	141.17.1	3 <sup>rd</sup> Revised
95	1st Revised	127	Original	141.17.2	2nd Revised
96	1st Revised	128	Original	141.17.3	Original
97	Original	129	Original	141.17.4	Original
98	1st Revised	130	Original	141.17.5	Original
99	Original	131	Original	141.17.6	Original
100	Original	132	Original	141.17.7	Original
101	Original	133	Original	141.17.8	Original
102	1st Revised	134	1st Revised	141.17.9	Original
103	1st Revised	134.1	Original	141.17.10	Original
105	Original	135	Original	141.17.11	Original
105	Original	136	Original	141.18	Original
106	Original	137	1st Revised	141.19	Original
107	Original	138	2nd Revised	141.20	1st Revivsed
108	Original	139	2nd Revised	141.21	1st Revivsed
109	Original	140	3 <sup>rd</sup> Revised	141.22	Original
110	Original	141	4 <sup>th</sup> Revised	141.23	Original
111	Original	141.1	Original	141.24	Original
112	Original	141.2	Original	141.25	Original
113	Original	141.3	Original	141.26	Original
114	Original	141.4	Original	142	Original
115	1 <sup>st</sup> Revised	141.5	Original	143	Original
115.1	1 <sup>st</sup> Revised	141.6	Original	144	Original
115.2	1 <sup>st</sup> Revised	141.7	Original	145	Original
116	2nd Revised	141.8	Original	146	Original
116.1	Original	141.9	Original	147	Original
117	2 <sup>nd</sup> Revised	141.10	1 <sup>st</sup> Revised	148	Original
117.1	Original	141.11	3rd Revised	149	Original
117.2	Original	141.12	2nd Revised	149.1	1st Revivsed
118	3rd Revised	141.13	3rd Revised	150	Original
119	2ndt Revised	141.14	3rd Revised	151	Original
120	2nd Revised	141.14.1	2nd Revised	152	Original
121	2nd Revised	141.14.2	2nd Revised	153	Original
122	Original	141.14.3	Original	154	Original

<sup>\*</sup> Indicates sheet included with this filing.

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By: Martin W. Clift, Vice President Regulatory Affairs

2134 W. Laburnum

Case No. 90-9106-TP-TRF Richmond, Virginia 23227

# **CHECK SHEET, (CONT'D.)**

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION	
155	Original	181	1st	198	Original	
156	Original	182	1st	198.1	First	
157	Original	182.1	Original	198.2	First	
158	Original	182.2	Original	198.3	1st	
159	Original	182.3	Original	198.4	$2^{\text{nd}}$	
160	Original	182.4	1 <sup>st</sup> Revised	198.5	Original	
161	Original	182.5	1 <sup>st</sup> Revised	198.6	Original	
161.1	Original	182.6	1 <sup>st</sup> Revised	198.7	Original	*
162	2nd Revised	182.7	1 <sup>st</sup> Revised	198.8	Original	*
162.1	Original	182.8	1 <sup>st</sup> Revised	199	Original	
163	2nd Revised	182.9	1 <sup>st</sup> Revised	200	Original	
163.1	Original	182.10	1 <sup>st</sup> Revised	201	Original	
164	4th Revised	182.11	1 <sup>st</sup> Revised	202	1st Revised	
165	3rd Revised	182.12	1 <sup>st</sup> Revised	203	1st Revised	
166	$1^{st}$	182.12.1	1 <sup>st</sup> Revised	204	Original	
167	3 <sup>rd</sup> Revised	182.13	2nd Revised	205	Original	
168	Original	182.14	4th Revised	206	First	
169	2nd Revised	183	4th	207	First	
170	3 <sup>rd</sup> Revised	184	3rd	208	First	
171	1 <sup>st</sup>	185	2nd	209	First	
172	1 <sup>st</sup>	186	2nd	210	First	
173	1 <sup>st</sup>	187	1 <sup>st</sup>	211	First Revised	
174	Original	188	2nd	212	Original	
174.1	Original	189	1 <sup>st</sup>	213	Original	
175	Original	190	1 <sup>st</sup>	214	Original	
175	Original	191	2nd			
176	1 <sup>st</sup>	192	1 <sup>st</sup>			
176.1	Original	193	$2^{\text{nd}}$			
177	First Revised	194	1 <sup>st</sup>			
178	2nd Revised	195	1 <sup>st</sup>			
179	2nd Revised	196	2 <sup>nd</sup>			
180	1 <sup>st</sup>	197	1 <sup>st</sup>			

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By: Martin W. Clift, Vice President Regulatory Affairs

2134 W. Laburnum

<sup>\* -</sup> Indicates pages included with this filing.

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Issued: April 25, 2005 Effective: April 25, 2005

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211 OHL0505

#### **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (**D**) To signify discontinued material, including a listing, rate, rule or condition.
- (I) To signify an increase in rates or charges.
- (N) To signify new material, including a listing, rate, rule or condition.
- **(R)** To signify a reduction in rates or charges.
- (T) To signify a change in the wording of the text, but no change in rate, rule or condition.

Issued: 11/12/02 Effective: 12/12/02

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211 OHi0212

#### **TARIFF FORMAT**

- **A. Sheet Numbering** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- **B.** Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i).
- **D.** Check Sheets When a tariff filing is made with the PUC of Ohio, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

Issued: 11/12/02 Effective: 12/12/02

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211 OHi0212

#### APPLICATION OF TARIFF AND SERVICE AREA MAP

This tariff contains the regulations and rates applicable to the provision of intrastate resold and facilities based, including, but not limited to, Unbundled Network Element Platform (UNE-P), local exchange telecommunications service by LDMI Telecommunications, Inc. d/b/a LDMI Telecommunications, also d/b/a FoneTel initially within the Ameritech areas of the State of Ohio:

Issued: 11/12/02 Effective: 12/12/02

By: Jerry Finefrock, Senior Director, Regulatory Affairs

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#### **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Customer's location to an LDMI switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Class of Service** - A description of telephone service furnished a Customer.

Commission - Public Utilities Commission of Ohio.

**Company or Carrier** - LDMI Telecommunications, Inc. d/b/a LDMI Telecommunications, also d/b/a FoneTel unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Equal Access** - The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Issued: 11/12/02 Effective: 12/12/02

By: Jerry Finefrock, Senior Director, Regulatory Affairs

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### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

**Exchange** - A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between Customers within a specified area, usually a single city, town or village.

**Extended Area Service** - A type of service where Customers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

**Flat Rate Service** - A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.

**Individual Case Basis (ICB)** - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**LDMI** - Used throughout this tariff to mean LDMI Telecommunications, Inc. d/b/a LDMI Telecommunications, also d/b/a FoneTel unless clearly indicated otherwise by the text.

LEC - Local Exchange Company

**Off-Net** - Customers or locations where the Company provides local service using SBC switching facilities via UNE-P or resale.

(N)

**On-Net** - Customers or locations within the Company's collocation footprint where the Company provides local service using its own switching facilities or switching facilities leased from a third-party other than SBC.

**Premises** - A building or buildings on contiguous property.

**P.U.C.O.** - Public Utilities Commission of Ohio.

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Rotary - Routes a call to an idle Station line.

**Special Construction** - Service configurations specifically designed and constructed at a Customer's request.

Issued: 3/25/05 Effective: 3/25/05

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211 OHL0502

#### **SECTION 2 - RULES AND REGULATIONS**

# 2.1 Undertaking of LDMI

- **2.1.1** The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Ohio, and terminating within a local calling area as defined herein, or outside of the local calling area, but within the State of Ohio.
- 2.1.2 The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.
- **2.1.3** When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's services and facilities.
- **2.1.4** The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- **2.1.5** The Company may serve Customers in the State of Ohio through the use of its own facilities or through the resale of services of other telecommunications service providers.
- **2.1.6** The provision of services defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

Issued: 11/12/02 Effective: 12/12/02

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211 OHi0212

#### 2.2 Limitations

- **2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff. The furnishing of service under this tariff or an applicable contract is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- **2.2.2** Customers and users may use services and facilities provided under this tariff or an applicable contract to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under this tariff or an applicable contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- **2.2.3** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.4 In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because unavoidable errors incidental to services and use of such facilities of the Company may occur, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

Issued: 11/12/02 Effective: 12/12/02

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211 OHi0212

# 2.2 Limitations, (Cont'd.)

- 2.2.5 Accessories which aid a Customer's convenience in his use of the services provided by the Company which are not furnished under this tariff, are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.
- **2.2.6** The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.
- 2.2.7 The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law. Customers will be notified pursuant to Minimum Telephone Service Standards (MTSS) Section 4901:1-5-17.

Issued: 11/12/02 Effective: 12/12/02

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211 OHi0212

# 2.3 Liabilities of Company

- **2.3.1** The Company=s liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the failure occurs.
- **2.3.2** The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.
- **2.3.3** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the facilities, equipment or services used in connection with the services provided by the Company.
- 2.3.4 The Company shall not be liable for the use or abuse of a Customer's service by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of a PBX-re-origination or other legal or illegal equipment, service or device. The Company shall not be liable for any action, such as blocking or refusal to accept certain calls, that it deems necessary to take in order to prevent unlawful use of its services. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- **2.3.5** The Company shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.
- **2.3.6** Acceptance by the Commission of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, so it is the duty of the courts to determine the validity of the exculpatory provisions of this tariff.

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# 2.3 Liabilities of Company, (Cont'd.)

- 2.3.7 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.
- **2.3.8** The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- **2.3.9** The Company shall be indemnified and held harmless by the Customer against the following:
  - **A.** Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
  - **B.** All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

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### 2.4 Taxes and Surcharges

- 2.4.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- **2.4.2** Surcharges (i.e., 911, subscriber line charge, etc.) approved or mandated by any governmental jurisdiction are listed separately on the bill and are not included in quoted rates.

#### 2.5 Terminal Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, key system or private branch exchange (PBX). Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

#### 2.6 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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# 2.7 Payment for Service

- 2.7.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of regulatory agencies, including the Commission. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with the appropriate Commission rules. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.7.2 Pursuant to MTSS Section 4901:1-5-17(K)(1), monthly invoices sent to the Customer are due fourteen (14) days from the date of the postmark on the bill. If the bill is not paid by the due date, it becomes past due and the account may be subject to disconnection. All amounts owed after the due date are subject to late payment penalty charges of 1.5% per month. The late payment fee will not be assessed on unpaid penalty charges and any payment received shall first be applied to any bill for services rendered.
- **2.7.3** In no case shall service be actually disconnected until seven days after written notice has been given to the Customer.
- **2.7.4** Returned Check Fee A return check charge will be assessed for checks returned for insufficient funds. The Company may waive the returned check fee under appropriate circumstances.

Minimum: \$ 1.00 Maximum: \$75.00

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#### 2.7 Payment for Service, (Cont=d.)

### 2.7.5 Selective Access Policy

LDMI when providing toll service may universally block access to all toll providers for nonpayment of regulated toll charges, so long as the blocked customer is not denied the right to select, through a presubscribed interexchange change (PIC) mechanism, any other 1+ presubscribed toll service provider who is obligated to provide such service under the terms of the Selective Access Policy.

Under the terms of the Selective Access Policy, LDMI when providing toll service, may not deny establishment of 1+ presubscribed toll service on the grounds that the customer has failed to establish creditworthiness, if:

the customer is able to establish creditworthiness using one of the meas for doing so available under the Public Utilities Commission of Ohio's (PUCO) rules, or

LDMI, when providing toll service, exercising its own discretion, does not require the customer to establish creditworthiness (through any of the means available for doing so under the PUCO's rules), or

LDMI, when providing toll service, attempts to require the customer to establish creditworthiness using credit establishment procedures which do no comport with the PUCO's credit establishment policies and/or not set forth within a PUCO approved tariff.

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#### 2.7 Payment for Service, (Cont=d.)

#### 2.7.5 Selective Access Policy, (Cont=d.)

When a prospective customer, who has previously been universally blocked for nonpayment of toll charges by another carrier, seeks to select LDMI as his or her 1+ carrier of choice, LDMI may, subject to our tariffed toll deposit policies and the Commission's rules on establishment of service (See Rules 4901:1-5-13 and 4901:1-5-14, Ohio Administrative Code, [O.A.C.]0, require a deposit for toll service. This deposit shall be in accordance with Rule 4901:1-5-13(B), O.A.C., but LDMI may negotiate a lower deposit.

LDMI may furnish credit information, acquired from LDMI's own experiences with the customer, to consumer reporting agencies within the meaning of the Federal Fair Credit Reporting Act. LDMI will follow all requirements that consumer reporting agencies must follow in issuing credit reports within the meaning of the Federal Fair Credit Reporting Act.

Upon payment by the customer of all past due toll debt to LDMI, LDMI will remove the block and all 1+ dialing capabilities, including 10-XXX, will be restored.

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### 2.8 Deposits and Advance Payments

Each service applicant will be required to establish credit in accordance with Rule 4901:1-17-03 of the Ohio Administrative Code. Any applicant whose credit has not been otherwise established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing customer may be required to make a deposit or increase a deposit presently held in accordance with Rule 4901:1-17-04 of the Ohio Administrative Code.

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- **2.8.1** A deposit is not to exceed the estimated charges for two (2) months' service plus 30% of the estimated monthly charge. Deposits will be held for a period of one year. Interest on intrastate deposits will be in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.
- **2.8.2** A deposit will be returned:

When an application for service has been canceled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.

Upon the discontinuance of service. The Company will refund the Subscriber's deposit or the balance in excess of unpaid bills for that service. At the option of the Company, such a deposit may be refunded or credited to the Subscriber at any time prior to the termination of the service.

- **2.8.3** The fact that a deposit has been made in no way relieves the Subscriber from complying with the regulation with respect to advance payments and the prompt payment of bills on presentation.
- **2.8.4** Deposit and Advance Payment requirements for providing service will be in accordance with MTSS Rule 4901:1-5-13(A) and (B).

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# 2.9 Cancellation by Customer

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.

When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of LDMI may cancel service by providing thirty (30) days' written notice to LDMI Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

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#### 2.10 Interconnection

Service furnished by LDMI may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with LDMI's service.

#### 2.11 Refusal or Discontinuance by Company

The Company may refuse or discontinue service in the following circumstances. Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or to remedy any deficiency. All notices given shall comply with the Commission rules.

- **2.11.1** For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- **2.11.2** For the use of telephone service for any other property or purpose other than that described in the application.
- **2.11.3** For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.
- **2.11.4** For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company. Such action shall be taken only when corrective action negotiated between the Company and the Customer has failed to resolve the situation.
- **2.11.5** For non-compliance with and/or violation of the Commission regulations or the Company's rules and regulations on file with the Commission.
- **2.11.6** In the event of tampering with the equipment furnished and owned by the Company.

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#### 2.11 Refusal or Discontinuance by Company, (Cont'd.)

- **2.11.7** In the event of Customer use of equipment in such a manner as to adversely affect the Company's service to others. Such discontinuance of service may be made without notice if a dangerous condition relating to Company service exists which could subject any person to imminent harm or result in substantial damage to the property of the Company or others. In such case, the Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination or refusal.
- **2.11.8** In the event of unauthorized or fraudulent use of service. The Company may terminate service, pursuant to MTSS Section 4901:1-5-17, if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- **2.11.9** For failure of the Customer to make proper application for service. A Customer who has complied with Commission regulations shall not be denied service for failure to comply with the Company's rules which have not been made effective in the manner prescribed by the Commission.
- **2.11.10** For Customer's breach of the contract for service between the Company and the Customer.
- **2.11.11** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- **2.11.12** The Company reserves the right to discontinue furnishing service or to limit the use of service when necessary due to conditions beyond its control or when the Customer is using service in violation of the law or provisions of this tariff.

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### 2.11 Refusal or Discontinuance by Company, (Cont'd.)

- **2.11.13** The Company, with written notification giving reason, may either suspend service or terminate the Customer's service without suspension or following a suspension of service, disconnect the service and remove any of its equipment from the Customer's premises upon:
  - **A.** Impersonation of another with fraudulent intent.
  - **B.** Nonpayment of any sum due the Company, as set forth in 2.11.14, 2.11.15, and 2.11.16 below.
  - **C.** Abuse or fraudulent use of service.

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#### 2.11 Refusal or Discontinuance by Company, (Cont'd.)

#### **2.11.14** Discontinuance of Service other than Toll Service

- **A.** For purposes of this section, all regulated telephone services provided by the Company, except toll services, shall be defined as local service.
- **B.** The Company may disconnect its customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider shall also conform to the minimum telephone service standards.
  - 1. Disconnection notices issued by the Company pursuant to Rule 4901:1-5-17(L)(4), O.A.C., must inform the subscribers facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "local only" service to customers whose local services charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- **C.** The Company is prohibited from disconnecting any customer's local service for nonpayment of charges incurred by the customer for toll service.
- **D.** Partial payments by a customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.
- **E.** Disconnection of Local Service will be conducted in accordance with MTSS Rule 4901:1-5-17.

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#### 2.11 Refusal or Discontinuance by Company, (Cont'd.)

#### **2.11.15** Discontinuance of Toll Service (Generally)

- A. In addition to enforcing, on it own behalf, the Company's own billing credit/deposit, and disconnection policies with respect to all regulated telephone services provided by the Company itself, the Company is not precluded from entering into formal contracts with other toll service providers which would authorize the Company as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service providers.
- **B.** Unless and until it has entered into a formal contract specifically authorizing it to do so, the Company is not permitted to enforce the billing, credit/deposit, and disconnection policies of any toll service provider other than the Company.
- **C.** When the Company disconnects toll service for nonpayment of toll debt, whether owed to the Company or to some other provider of toll service, the method of toll disconnection which the Company utilizes:
  - 1. must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;
  - 2. must be available from the Company, by tariff, on a nondiscriminatory basis to all toll service providers.
- **D.** Neither purchase of the toll service provider's accounts receivable by the Company nor a requirement that the Company shall be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by the Company in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll service providers.
- **E.** Disconnection of toll service will be conducted in accordance with MTSS Rule 4901:1-5-17.

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### 2.11 Refusal or Discontinuance by Company, (Cont'd.)

**2.11.16** Discontinuance of Toll Service - Equal Access Areas

The Company provides each of the following toll disconnection services, which are available on a nondiscriminatory basis (including rates) to all toll service providers in areas where implementation of intraLATA equal access has already occurred;

- **A.** All forms of toll disconnection that the Company itself utilizes in connections with its own provision, if any, of toll services;
- **B.** Selective, Company-Specific, Toll Blocking Service.

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### 2.12 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

#### 2.13 Tests, Pilots, Promotional Campaigns and Contests

The Company may from time to time engage in special promotions of limited duration of its services offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a nonrecurring charges shall be limited to 90 calendar days on a per customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Case No. 95-845-TP-COI.

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### 2.14 Interruption of Service

Interruptions of service and trouble reports are subject to the general liability provisions set forth in Section 2.3 herein and the provisions of the Commission.

#### 2.15 Terms and Conditions

- **2.15.1** Service is provided on the basis of a minimum period of at least one month unless specified otherwise in this tariff. For the purpose of computing charges in this tariff or an applicable contract, a month is considered to have 30 days.
- **2.15.2** Customers may be required to enter into written service agreements 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 or an applicable contract. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.15.3 At the expiration of the initial term specified in each service agreement, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of the obligation to pay any charges incurred under the service order and this tariff or an applicable contract prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service agreement shall survive such termination.

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#### 2.16 Non-routine Installation

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

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# 2.17 Special Construction And Special Arrangements

- **2.17.1** Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. 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,
  - **F.** On a temporary basis until permanent facilities are available,
  - **G.** Involving abnormal costs, or
  - **H.** In advance of its normal construction.

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- 2.17 Special Construction And Special Arrangements, (Cont'd.)
  - **2.17.2** Basis for Charges Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.
  - **2.17.3** Basis for Cost Computation The costs referred to in Section 2.17.2 preceding may include one or more of the following items to the extent they are applicable:
    - A. Nonrecurring charges will be developed based upon the installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs include: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
    - **B.** Monthly Recurring charges will be based upon the following costs: (i) cost of maintenance, (ii) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

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- 2.17 Special Construction And Special Arrangements, (Cont'd.)
  - **2.17.4** Termination Liability To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer. The Customer will be notified of the termination liability provisions prior to installation.
    - **A.** The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
    - B. The maximum termination liability as determined in paragraph a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.
  - **2.17.5** Maintenance Charge A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

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- 2.18 Universal Emergency Telephone Number Service (911, E911)
  - **2.18.1** This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
  - **2.18.2** 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
  - **2.18.3** The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating -station location are furnished to the Public Safety Answering Point.
  - 2.18.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or their apropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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

2.18.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

### 2.19 Resale and Sharing

SECTION 2.19 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITY COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Public Utilities Commission of Ohio regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

Rates for Resale and Sharing Service are the same as the tariffed retail rates found in Section 7.0.

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## 2.20 Service Provider Number Portability

SPNP-LRN depends on AIN/IN technology. LRN is a 10 digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications Carriers routing telephone calls to an end-user that has ported their telephone number from one Telecommunications Carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 telecommunications provider (the next to the last terminating carrier) is responsible for determining the LRN for the call being terminated. The database query is performed for all calls where the NPA-NXX of the called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriate Telecommunications Carrier based on the LRN.

Service Provider Number Portability (SPNP) is only available to telecommunication carriers for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (Athe Act@) and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.

Service Provider Number Portability is a service arrangement provided by the Company to Telecommunication Carriers whereby a customer, who switches subscription to local exchange service from the Company to a Telecommunication Carrier is permitted to retain for their use the existing Company assigned telephone number provided that the customer=s service location remains within the same Company rate center.

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## 2.20 Service Provider Number Portability, (Cont'd.)

#### 2.20.1 Rules and Regulations

SPNP service is only available to Telecommunication Carriers.

SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, and may only be furnished from properly equipped central offices. SPNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976 and 960.

General Regulations as found in this Tariff apply to this Section unless otherwise specified in this Section. The term Acustomer@, which appears herein, is the equivalent of the term Atelecommunication carrier@ as used in this Section.

Telecommunication Carriers will be assessed Local Number Portability (LNP) Query Charges as defined in the Company=s FCC Access Services Tariff, as SPNP-LRN becomes available in an area if the Company performs an LNP database query on behalf of the Telecommunications Carrier.

Interim Arrangements (SPNP-Remote and SPNP-Direct) are only available to Telecommunications Carriers in areas where SPNP-Location Routing Number (LRN) is not available. Telecommunications Carriers shall migrate from Interim Arrangements to SPNP-LRN as soon as practicable, but no later than 120 days from the last day which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). Requests for Interim Arrangements will also not be processed after the last days which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area. (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the FCC and/or the PUCO.

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## 2.20 Service Provider Number Portability, (Cont'd.)

#### 2.20.2 Responsibilities of the Company

The Company=s sole responsibility is to comply with the service request it receives from the Telecommunication Carrier and to provide SPNP in accordance with its tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunication Carrier provide to the Company a signed letter of authorization from the end-user.

The Company is not responsible for the allocation of charges for resold or shared SPNP service or for misdialed calls.

#### 2.20.3 Responsibilities of the Telecommunication Carrier

The Telecommunication Carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user=s service with the Company, the provision of service by the Telecommunication Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunication Carrier to act on behalf of the end-user, the Telecommunication Carrier is responsible for providing a signed letter of authorization, to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user=s service and establish SPNP service are requested by the Telecommunication Carrier or, where the conversion from en-user to SPNP service has already occurred, my choose to restore the end-user=s prior service with the Company and terminate the SPNP service for that particular end-user. In such event, the Telecommunication Carrier is responsible to compensate the Company for its cancellation costs if the end-user=s service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral costs for terminating the SPNP service and restoring the end-user=s prior service with the Company.

The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP ported traffic.

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## 2.20 Service Provider Number Portability, (Cont'd.)

#### 2.20.3 Responsibilities of the Telecommunication Carrier, (Cont'd.)

The Telecommunication Carrier is solely responsible to provide equipments and facilities that are compatible with the Company=s service parameters, interfaces, equipment and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end-users. In the event that the Company determines in its sole judgment that Telecommunication Carrier will likely impair or is impairing, or interfering with any equipment, facility or service of the Company or any of its end-users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company=s tariff.

The Telecommunication Carrier is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating to an end-user.

The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one for the following options for the handling and processing of Calling Card, Collect, third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting-Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may accept billing from the Company for such calls; or (3) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the calling handling, processing and billing responsibilities of the parties.

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## 2.20 Service Provider Number Portability, (Cont'd.)

#### 2.20.4 Limitations of Service

The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service.

End-to-end transmission characteristics may vary depending o the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.

The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier obsolete or renders modification of the Telecommunication Carrier=s equipment necessary except as otherwise required by the Public Utilities Commission of Ohio.

## 2.21 Service Quality

The Company will adhere to minimum service quality and service levels in accordance with MTSS Rule 4901:1-5-20.

#### 2.22 Subscriber Bills

- **2.22.1** Subscriber bills will be rendered in accordance with MTSS Rule 4901:1-5-15.
- **2.22.2** Adjustments to subscriber bills for local service will be in accordance with MTSS Rule 4901:1-5-16.
- **2.22.3** If the Customer requests a duplicate bill, there is a charge for the processing and mailing of this request

Maximum

Duplicate Bill Charge, per Bill

\$50.00

Effective: October 10, 2006

(N)

(N)

By: Jerry Finefrock, Senior Director, Regulatory Affairs

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Case No.: 06-\_\_\_-TP-SLF

August 7, 2006

Issued:

# 2.23 Billed Monthly Minimum Charge

All long distance customers will be billed a minimum monthly usage charge if the Customer's usage is less than the monthly minimum charge.

	Minimum	Maximum
Long Distance Monthly Billed Minimum Charge:	\$2.00	\$15.00

## 2.24 Long Distance Account Change Charge

Customers requesting a change from one rate plan to another rate plan will be required to pay an account change charge.

	Minimum	Maximum
Long Distance Account Change Charge:	\$2.00	\$15.00

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By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

#### SECTION 3-- EXCHANGE AND LOCAL CALLING AREAS

#### 3.1 General

Rates and local calling areas vary based on the exchange and Network Access Area designation of the location from which the Customer is served and based on which incumbent LEC serves the same area. The Network Access Area assignment is the same assignment that applies to service provided at the same location by the incumbent LEC.

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Aberdeen Aberdeen Maysville, Ky. - S. Central Bell

Ripley

Akron Akron Doylestown - Doylestown

Atwater\* Hudson (342,650 and 655 central Greensburg offices only) - Western Reserve

Hartville Montrose - GTE

Kent Peninsula - Western Reserve Manchester Richfield - Western Reserve

Mogadore Wadsworth - GTE
North Canton\* Sharon Center - GTE
Uniontown Rittman - United

Ravenna\* Rootstown\*

Alliance Damascus - United\*

Atwater N. Benton - United Canton\* N. Georgetown - GTE

Marlboro Paris - GTE

Sebring

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By: Jerry Finefrock, Senior Director, Regulatory Affairs

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<sup>\*</sup>Local Calling Plus (Measured Rate Service)

## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Alton Columbus Met. Cheshire Center - GTE

Area Pataskala - United London Rathbone - GTE

Sunbury - United Resaca - GTE

Arabia Arabia (None)

Guyan Ironton Walnut

Atwater Akron\*. (None)

Atwater Alliance Kent Marlboro Ravenna\* Rootstown

Barnesville Barnesville Fairview - Western Reserve

Beallsville\* Morristown - Western Reserve Bethesda Quaker City - Western Reserve

Somerton

Beallsville Beallsville (None)

Barnesville\* Bethesda Clarington Somerton Woodsfidd

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<sup>\*</sup>Local Calling Plus (Measured Rate Service)

#### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Beavercreek Dayton Met. Area Englewood - GTE
Donnelsville Liberty - GTE

Enon Trotwood - GTE

Jamestown\*
Medway
New Carlisle
Spring Valley

Xenia

Bedford Cleveland Met Area Aurora - Western

Resave

Bainbndge - Western Reserve

Chesterland Brunswick - GTE.

Columbia Station - Alltel, Ohio Hinckley - Western Reserve Northfield- Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Belfast Belfast (None)

Hillsboro Marshall

Sugar Tree Ridge

\*Local Calling Plus (Measured Rate Service)

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Bellaire Wheeling Zn VI Centerville –

Western

Reserve

(Wheeling Zone VI) Wheeling Zn VII Powhatan Point – Western

Reserve

Wheeling Zn VIII Wheeling Zone I - C&P of WV

Wheeling Zone II - C&P of WV Wheeling Zone III - C&P of WV Wheeling Zone V - C&P of WV

Bellbrook Dayton Met. Area Englewood - GTE

Donnelsville Liberty - GTE
Enon Trotwood - GTE

Medway New Carlisle Spring Valley

Xenia

Belpre Belpre Little Hocking – Western

Reserve

Marietta\* Mineralwells, WV - C&P of WV

Parkersburg, WV - C&P of WV Valley Mills, WV - C&P of WV

\*Local Calling Plus (Measured Rate Service)

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Berea Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Columbia Station - Alltel, Ohio

Elyria - Alltel, Ohio\*

Hinckley - Western Reserve

North Eaton - GTE\*

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Bethesda Bethesda Centerville – Western

Reserve

Mt. Sterling-United\*

Barnesville

Morristown - Western Reserve

Beallsville Somerton

Wheeling Zn VIII

Bloomingburg

Jeffersonville New Holland

Sedalia

Washington Ct. House

Bloomingburg

Blooming ville

Castalia Sandusky Bloomingville (None)

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<sup>\*</sup>Local Calling Plus (Measured Rate Service)

#### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER
Bowersville Bowersville (None)

Jamestown Milledgeville Xenia

Brecksville Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Columbia Station - Alltel, Ohio Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Burton Burton Bainbridge – Western

Reserve

Chagrin Falls\* Chardon - Western Reserve\*
Cleveland\* E. Claridon - Western Reserve
Terrace\* Huntsburg - Western Reserve

Middlefield - Western Reserve Newbury - Western Reserve Parkman - Western Reserve Russell - Western Reserve

Canal Fulton Canal Fulton (None)

Akron\*
Canton\*
Manchester
Massillon
North Canton

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<sup>\*</sup>Local Calling Plus (Measured Rate Service)

## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Canal Winchester Columbus Met. Amanda - GTE

Area Baltimore - GTE
Carroll Cheshire Center - GTE
Lancaster Pataskala - United

Rathbone - GTE Sunbury- United

Canfield Canfield Berlin Center - United

North Jackson North Lima Salem\* Youngstown

Canton Canton Bolivar- GTE

Alliance\* Carrollton - GTE\* Canal Fulton\* Dellroy - GTE\* Hartville Malvern - GTE Louisville Mineral City - GTE\* Magnolia-Minerva- GTE Waynesburg Paris - GTE Marlboro\* Beach City - GTE\* Massillon Brewster - GTE\*

Navarre North Canton

Carroll Carroll Baltimore - GTE

Canal Winchester

Columbus\*
Lancaster

\*Local Calling Plus (Measured Rate Service)

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER
Castalia Castalia (None)

Bloomingville Sandusky

Cedarville Cedarville (None)

Jamestown Pitchin South Solon South Charleston Yellow Springs-Clifton

Xenia

Centerville Dayton Met. Area Englewood - GTE

Donnelsville Liberty - GTE
Enon Trotwood - GTE

Medway Franklin\* New Carlisle Spring Valley

Chagrin Falls Burton\* Aurora - Western

Reserve

Cleveland Met. Bainbridge - Western Reserve

Area Brunswick - GTE

Chesterland Columbia Station - Alltel, Ohio

Hinckley - Western Reserve Newbury - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

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<sup>\*</sup>Local Calling Plus (Measured Rate Service)

## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Cheshire Cheshire Pomeroy - GTE\*

Gallipolis Vinton

Chesterland Chesterland East Claridon – Western

Reserve\*

Cleveland Met. Newbury - Western Reserve
Area Russell - Western Reserve

Kirtland

Christiansburg St. Paris - W. Ohio

Fletcher Lena Tipp City - GTE New Carlisle Troy - GTE

North Hampton

Clarington Clarington Powhatan Point – Western

Reserve\*

Beallsville Duffy Woodsfield

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<sup>\*</sup>Local Calling Plus (Measured Rate Service)

#### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Cleveland Burton\* Aurora - Western

Reserve

Cleveland Met. Bainbridge - Western Reserve

Area Brunswick - GTE

Chesterland Columbia Station - Alltel, Ohio Leroy East Claridon - Western Reserve\*

Elyria - Alltel Ohio\* Grafton - GTE\*

Hinckley- Western Reserve Montville - Western Reserve Newbury - Western Reserve\*

North Easton - GTE\*

Northfield - Western Reserve Perry - Western Reserve\* Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Valley City - GTE\* Avon Lake - Century\*

Columbiana Columbiana (None)

Elect Palestine\*

Lisbon Leetonia New Waterford North Lima Rogers Salem.\* Youngstown

\*Local Calling Plus (Measured Rate Service)

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#### 3.1 General, (Cont'd.)

### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Columbus Carroll\* Ashville - GTE\*

Columbus Met.

Area

Baltimore - GTE\*

Cheshire Center - GTE

London\* Delaware - GTE\*

Johnstown - United\*

Kilbourne- GTE Mt. Sterling- United\*

Pataskala - United

Rathbone - GTE

Sunbury - United

Granville- Alltel\*

Resaca - GTE

Alexandria - United\*

Conesville Conesville (None)

Coshocton

Dresden

West Lafayette

Corning Corning (None)

**New Lexington** 

Shawnee

Coshocton Coshocton Cooperdale - GTE

Conesville Warsaw - GTE

West Lafayette

\*Local Calling Plus (Measured Rate Service)

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Dalton Dalton Orrville-United

Massillon

Danville Danville Lynchburg - GTE

Hillsboro Mowrystown - GTE

Sugar Tree Ridge

Dayton Dayton Met. Brookville - GTE

Area Englewood - GTE Donnelsville Farmersville - GTE

Enon Germantown - Germantown

Franklin\* Gratis - GTE\*
Jamestown. Laura - GTE\*

Medway
New Lebanon - GTE
New Carlisle
Phillipsburg - GTE
Spring Valley
Tipp City - GTE
Yellow Springs Clifton
Trotwood - GTE
Xenia
Waynesville - United

West Milton - GTE Lewisburg - GTE\*

Donnelsville Donnelsville (None)

Dayton Met Area

Enon Medway New Carlisle North Hampton Springfield

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<sup>\*</sup>Local Calling Plus (Measured Rate Service)

#### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Dresden Dresden Cooperdale-GTE

Conesville Frazeysburg - United

Zanesville

Dublin Columbus Met. Cheshire Center - GTE

Area Delaware - GTE\*

Pataskala - United Plain City - GTE Rathbone- GTE Sunbury - United

Duffy Duffy (None)

Clarington Graysville New Matamoras Woodsfield

East Liverpool East Liverpool Chester, WV - C&P of WV

Lisbon Hookstown, PA - PA Bell
Rogers Smiths Ferry, PA - PA Bell

Salineville\* Wellsville

East Palestine East Palestine E. Palestine, PA - PA Bell

Columbiana\* Lisbon\*

New Waterford

Rogers Salem\* Youngstown\*

\*\*Local Calling Plus (Measured Rate Service)

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER Enon (None)

Dayton Met. Area Donnelsville Springfield

Yellow Springs-Cliffton

Fairborn Dayton Met. Area Englewood- GTE

Donnelsville Liberty - GTE
Enon Trotwood - GTE

Medway New Carlisle Spring Valley

Yellow Springs-Cliffton

Findlay Findlay Arcadia - Arcadia

Arlington - GTE

Benton Ridge - Benton Ridge

Bloomdale - United\*

Carey - GTE Jenera- GTE McComb - GTE

Mount Blanchard - GTE Mount Cory- Orwell North Baltimore - GTE\*

Rawson - GTE

Van Buren - GTE Vanlue- Vanlue

\*Local Calling Plus (Measured Rate Service)

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#### 3.1 General, (Cont'd.)

### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Fletcher - Lena St. Paris - W. Ohio

Christiansburg Troy - GTE\*

Piqua

Fostoria Fostoria Arcadia-

Arcadia

New Riegel Bascom - Bascom

Bloomdale- United\* Risingsun - United

Frankllin Dayton\*. Germantown-

Germantown\*

Franklin

Miamisburg-West

Carrollton\*
Middletown

Fremont Fremont Bettsville-GTE

Lindsey Clyde - GTE\*

Gibsonburg - GTE Green Springs - United

Helena - GTE Old Fort - United

Fultonham Fultonham (None)

New Lexington Roseville Somerset Zanesville

\*Local Calling Plus (Measured Rate Service)

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Gahanna Columbus Met. Cheshire Center - GTE

Area Johnstown - United\*

Pataskala - United Rathbone - GTE Sunbury - United

Gallipolis Gallipolis Point Pleasant - C&P of

WV

Cheshire Guyan Rio Grande Vinton Walnut

Gates Mills Cleveland Met. Aurora - Western Reserve

Area Bainbridge- Western Reserve

Chesterland Brunswick - GTE

Kirtland Columbia Station - Elyria Mentor East Claridon - Western Reserve

Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Girard Girard Warren - United\*

Hubbard Niles

Youngstown

\*Local Calling Plus (Measured Rate Service)

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#### 3.1 General, (Cont'd.)

### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Glenford Glenford Newark - Alltel\*

New Lexington

Somerset Thornville

Gnadenhutten Gnadenhutten New Philadelphia - GTE

Newcomerstown

Uhrichsville

Graysville Graysville (None)

Duffy Lewisville New Matamoras Woodsfield

Greensburg Greensburg (None)

Akron Manchester North Canton\* Uniontown

Grove City Columbus Met. Cheshire Center - GTE

Area Mt. Sterling - United\*

Pataskala - United Rathbone - GTE Sunbury - United

\*Local Calling Plus (Measured Rate Service)

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## 3.1 General, (Cont'd.)

### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Groveport Columbus Met. Cheshire Center - GTE

Area Pataskala - United

Rathbone - GTE Sunbury - United

Guyan Guyan (None)

Arabia Gallipolis Walnut

Harrisburg Columbus Met. Cheshire Center - GO

Area Mt. Sterling - United\*
London Pataskala - United

Rathbone- GTE Sunbury- United

Hartville Hartville (None)

Akron Canton Louisville Marlboro\* North Canton Uniontown\*

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<sup>\*</sup>Local Calling Plus (Measured Rate Service)

## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Hillcrest Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Kirtland Columbia Station - Elyria

Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Hilliard Columbus Met. Cheshire Center - GTE

Area Pataskala - United

Plain City - GTE Rathbone- GTE Sunbury - United

Hillsboro Hillsboro Lynchburg-GTE

Belfast Mowrystown - GTE
Danville Sinking Spring - GTE\*
Marshall Leesburg - GTE\*

Rainsboro.

Sugar Tree Ridge

Holland Toledo Met. Delta - Alltel\*

Area Lost Peninsula, MI –

General of MI

N. Sylvania, MI- GTE

Richfield Center-Berkey - United

Swanton- United Sylvania - GTE Waterville - United

\*Local Calling Plus (Measured Rate Service)

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Hubbard Lowellville, PA - PA Bell

Girard Warren- United\*

Lowellville Youngstown Sharon\*

Independence Cleveland Met. Aurora-Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Columbia Station - Elyria Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Ironton Ironton Chesapeake- GTE\*

Arabia

Jamestown Jamestown (None)

Beavercreek\*
Bowersville
Cedarville
Dayton\*
Jeffersonville
Milledgeville
South Solon
Xenia

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## 3.1 General, (Cont'd.)

### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

<u>EXCHANGE AREA</u> <u>OHIO BELL</u> <u>OTHER</u> Jeffersonville Jeffersonville (None)

Bloomingburg Jamestown Milledgeville Sedalia South Solon

Washington Ct. House

Kent Kent Aurora - Western Reserve

Akron Hudson - Western Reserve Atwater\* Hiram - Western Reserve

Mantua Mogadore Ravenna Rootstown

Kirtland Kirtland (None)

Chesterland Gates Mills Hillcrest Mentor Painesville Terrace Wickliffe Willoughby

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## 3.1 General, (Cont'd.)

### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Lancaster Lancaster Amanda - GTE

Canal Winchester Baltimore - GTE
Carroll Brernen - GTE
Rushville Pleasantville - GTE

Sugar Grove

Leetonia Leetonia (None)

Lisbon Columbiana Salem

Youngstown\*

Leroy (None)

Cleveland\*
Mentor\*
Painesville
Willoughby\*

Lewisville Lewisville (None)

Graysville Woodsfield

Lindsey Lindsey (None)

Fremont

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Lisbon Lisbon Hanoverton - GTE

Columbiana Winona - GTE East Liverpool

East Palestine\*
Leetonia
Rogers
Salem
Salineville
Wellsville

New Waterford\*

Lockbourne Columbus Met. Ashville - GTE\*

Area Cheshire Center- GTE

Pataskala - United Rathbone - GTE Sunbury - United

London London Resaca - GTE

Alton Columbus\* Harrisburg Sedalia

South Charleston South Solon South Vienna West Jefferson

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER Louisville (None)

Canton Hartville North Canton

Lowellville Lowellville Lowellville PA-PA Bell

Hubbard North Lima Youngstown

Magnolia-Waynesburg Magnolia- Mineral City - GTE\*

Waynesburg

Canton

Manchester Manchester (None)

Akron Canal Fulton Greensburg

Mantua Mantua Aurora - Western Reserve

Kent Hiram - Western Reserve

Ravenna

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Tiltonsville - GTE

## SECTION 3 - EXCHANGE AND LOCAL CALLING AREAS, (CONT'D.)

## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

Newport Bartlett - United\*
Belpre\* Beverly- GTE

New Matamoras\*

Dexter City - GTE\*

Lowell - GTE Lower Salem - GTE Watertown - GTE

Williamstown WV - C&P of WV

Marlboro Marlboro (None)

Alliance Atwater Canton\* Hartville\* Rootstown

Marshall (None)

Belfast Hillsboro Rainsboro

Martins Ferry- Wheeling Zn VII Adena - GTE

Bridgeport Wheeling Zn VI Dillonvale-Mt.

Pleasant -

GTE

Wheeling Zn VIII

Wheeling Zone I - C&P of WV Wheeling Zone II - C&P of WV Wheeling Zone III - C&P of WV

Wheeling Zone V - C&P of WV

(Wheeling Zone VII)

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#### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Massillon Beach City – GTE

Canal Fulton Brewster - GTE
Canton Wilmot - GTE

Dalton Navarre North Canton

Maumee Toledo Met. Grand Rapids - GTE

Area Lost Peninsula, MI –

General of MI

N. Sylvania, MI - GTE

Richfield Center-Berkey- United

Swanton - United Waterville - United

Medway (None)

Dayton Met. Area Donnelsville New Carlisle Springfield

Mentor Petty - Western Reserve\*

Gates Mills Kirtland Leroy\* Painesville Wickliffe Willoughby

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Miamisburg- West Dayton Met. Area Englewood - GTE Donnelsville Farmersville - GTE

Enon Germantown - Germantown

Franklin\* Gratis - GTE\*
Medway Liberty - GTE
New Carlisle Trotwood - GTE

Spring Valley

Middletown Germantown - Germantown

Dayton\* Gratis - GTE

Franklin Monroe Trenton

Milledgeville Milledgeville (None)

Bowersville Jamestown Jeffersonville

Washington Ct. House.

Mingo Junction Mingo Junction Brilliant -GTE

Steubenville

Mogadore Mogadore (None)

Akron Kent Uniontown

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#### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER
Monroe Monroe (None)

Middletown Trenton

Montrose Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Brunswick - GTE

Columbia Station - Alltel, Ohio Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Murray City Glouster - United\*

Nelsonville Shawnee

Navarre Navarre Beach City - GTE

Canton Brewster - GTE

Massillon

Nelsonville Nelsonville Athens - GTE\*

Murray City Logan - GTE\*

Shawnee New Marshfield - GTE\*

The Plains - GTE\*

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#### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

New Albany Columbus Met. Cheshire Center - GTE

Area Johnstown - United\*

Pataskala- United Sunbury - United Rathbone - GTE

New Carlisle New Carlisle Tipp City - GTE

Christiansburg Troy -GTE

Dayton Met. Area Donnelsville Medway North Hampton Springfield

Newcomerstown Newcomerstown (None)

Gnadenhutten West Lafayette

New Holland New Holland (None)

Bloomingburg

Washington Ct. House

New Lexington New Lexington Junction City - United

Corning Fultonharn Glenford Roseville Shawnee Somerset Thornville Zanesville\*

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### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREAOHIO BELLOTHERNew MatamorasNew Matamoras(None)

Duffy Graysville Marietta\* Newport

Newport Newport (None)

Marietta

New Matamoras

New Riegel Bascom - Bascom

Fostoria Vanlue - Vanlue

Tiffin

New Waterford E. Palestine, PA - PA Bell

Columbiana
East Palestine
Rogers
Lisbon\*
North Lima\*
Youngstown\*

Girard Warren - United

North Jackson\* Youngstown\*

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### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREAOHIO BELLOTHERNorth CantonNorth Canton(None)

Akron\*
Canal Fulton
Canton
Greensburg\*
Hartville

Louisville Massillon Uniontown\*

North Hampton North Hampton (None)

Christiansburg Donnelsville New Carlisle Springfield Tremont City

North Jackson North Jackson Berlin Center - United

Canfield Warren- United\*

Niles\*

Youngstown

North Lima North Lima Lowellville, PA - PA Bell

Canfield Columbiana Lowellville Youngstown New Waterford\*

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### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

North Royalton Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Columbia Station - Elyria Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Norwich Norwich New Concord - GTE

Philo Zanesville

Olmsted Falls Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Columbia Station - Elyria Hinckley - Western Reserve

North Eaton - GTE\*

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Painesville Painesville Perry - Western Reserve

Kirtland Madison - Western Reserve\*
Leroy Montville - Western Reserve\*
Mentor Chardon -Western Reserve\*

Willoughby

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### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Perrysburg Toledo Met. Lost Peninsula, MI – General of MI

Area North Sylvania MI - GTE

Sylvania - GTE

Richfield Center-Berkey - United

Swanton- United Waterville - United

Philo Philo (None)

Norwich Roseville Zanesville

Piqua Piqua Bradford - United\*

Fletcher-Lena Covington - Alltel

Troy- GTE\*

Pitchin Pitchin (None)

Cedarville South Charleston Springfield

Yellow Springs-Clifton

Rainsboro Rainsboro Greenfield- GTE\*

Hillsboro Marshall

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### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Ravenna Akron\* Garrettsville - GTE

Atwater\* Wayland - United Ravenna Windharn - United

Kent Hiram - Western Reserve

Mantua Rootstown

Reynoldsburg Columbus Met. Baltimore - GTE\*

Area Cheshire Center - GTE

Pataskala - United Rathbone - GTE Sunbury- United Alexandria - United\*

Rio Grande Rio Grande (None)

Gallipolis Vinton Walnut

Ripley Ripley Decatur-GTE

Aberdeen Georgetown - GTE

Russellville - GTE Higginsport - GTE\*

Rogers East Palestine, PA – PA

Bell

Columbiana East Liverpool East Palestine Lisbon

New Waterford

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### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER
Rootstown Rootstown (None)

Atwater Kent Marlboro Ravenna Akron\*

Roseville Crooksville - United\*

Fultonham New Lexington

Philo Zanesville

Rushville Rushville Brernen - GTE

Lancaster Pleasantville - GTE

Somerset Thornville

St. Clairsville Bethesda Adena-GTE

(Wheeling Zone VIII) Wheeling Zn VIII Centerville- Western

Reserve

Wheeling Zn VI Flushing - GTE

Wheeling Zn VII Morristown - Western Reserve

Wheeling Zone I - C&P of WV Wheeling Zone II - C&P of WV Wheeling Zone III - C&P of WV Wheeling Zone V - C&P of WV

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### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Salem Canfield\* Damascus-United

East Palestine\* Winona - GTE

Salem

Columbiana\* Leetonia Lisbon Youngstown\*

Salineville Salineville (None)

East Liverpool\*

Lisbon Wellsville

Sandusky Sandusky Huron - GTE

Bloomingville Milan - GTE\*

Castalia

Sebring Sebring Damascus - United

Alliance North Benton - United

North Georgetown - GTE

Sedalia Sedalia (None)

Bloomingburg Jeffersonville London South Solon

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Sharon Sharon, PA - PA Bell

Hubbard\* Sharpsville, PA - PA Bell Youngstown\* West Middlesex, PA - PA Bell

Warren- United\*

Shawnee Shawnee Logan - GTE\*

Coming Murray City Nelsonville New Lexington

Somerset Somerset Junction City - United

Fultonharn Glenford New Lexington Rushville Thornville

Somerton Somerton (None)

Barnesville Beallsville Bethesda Woodsfield

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER
South Charleston South Charleston (None)

Cedarville

London Pitchin

South Solon South Vienna

Springfield

South Solon South Solon (None)

Cedarville Jamestown Jeffersonville London Sedalia

South Charleston

South Vienna South Vienna (None)

London

South Charleston Springfield

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#### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Springfield Springfield Catawba - GTE

Donnelsville

Enon

Medway

New Carlisle

North Hampton

Pitchin

South Charleston

South Vienna

Trernont City

Yellow Springs-Clifton\*

Spring Valley Spring Valley (None)

Dayton Met. Area

Xenia

Steubenville Steubenville Amsterdam-GTE

Bloomingdale - Western Reserve

Mingo Junction Berholz - GTE\*

Toronto

Brilliant - GTE

Follansbee, WV - C&P of WV

Hopedale -Western Reserve\*

Knoxville- GTE

Richmond - GTE

Smithfield - GTE

Weirton WV - C&P of WV

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### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Strongsville Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Columbia Station - Elyria Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg -Western Reserve

Sugar Grove Sugar Grove (None)

Lancaster

Sugar Tree Ridge Sugar Tree Ridge Mowrystown - GTE

Belfast Danville Hillsboro Winchester

Terrace Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve
Burton\* Brunswick - GTE
Chesterland Columbia Station - Elyria
Kirtland Hinckley - Western Reserve

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Thornville Thornville Hebron - United

Glenford Millersport - GTE
New Lexington Pleasantville - GTE
Rushville Newark - Alltel\*

Somerset

Tiffin Tiffin Attica - GTE\*

New Riegel Bascom - Bascom

Bloomville - GTE

McCutchenville- Sycamore\*

Melmore- Sycamore Old Fort - United Republic - GTE

Sycamore- Sycamore\*
Bettsville - GTE

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### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Toledo Toledo Met. Curtice-Oregon - GTE

Area Delta- Alltel\*

Elmore - GTE

Erie, MI - General of MI

Genoa - GTE

Grand Rapids - GTE

Haskins-Tontogany - GTE\*

Lambertville-Whiteford MI - Alltel,MI Lost Peninsula, MI - General of MI

Luckey - United\*

Moline - United

N. Sylvania, MI - GTE

Richfield Center-Berkey - United

Stony Ridge - United

Swanton - United

Sylvania- GTE

Temperance, MI - General of MI

Waterville - United

Matamora- United

Woodville - United\*

Toronto Toronto Knoxville- GTE

Steubenville Wellsville

Tremont City Tremont City (None)

North Hampton Springfield

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### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA<br/>TrentonOHIO BELL<br/>TrentonOTHER<br/>(None)

Middletown Monroe

Trinity Cleveland Met. Aurora – Western

Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Columbia Station- Alltel, Ohio

Elyria - Alltel Ohio \*

Hinckley - Western Reserve

North Eaton - GTE\*

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Avon Lake - Century\*

Uhrichsville Uhrichsville Bowerton - GTE

Gnadenhutten Freeport - GTE

New Philadelphia - GTE

Uniontown Uniontown (None)

Akron Greensburg Mogadore Hartville\* North Canton\*

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### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER
Upper Sandusky Upper Sandusky Carey-GTE

Harpster- GTE

McCutchenville- Sycamore\*

Nevada - GTE

Sycamore-Sycamore\*

Wharton- GTE

Vandalia Dayton Met. Area Englewood-GTE

Donnelsville Liberty - GTE
Enon Tipp City - GTE\*
Medway Trotwood - GTE\*
New Carlisle Troy- GTE\*

Spring Valley

Victory Cleveland Met. Aurora—Western

Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Columbia Station - Alltel, Ohio Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Vinton Vinton (None)

Cheshire Gallipolis Rio Grande

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#### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER Walnut (None)

Arabia Gallipolis Guyan Rio Grande

Washington Ct. House Washington Ct. Hse (None)

Bloomingburg Jeffersonville Milledgeville New Holland

Wellsville Wellsville Chester, WV - C&P of WV

East Liverpool

Lisbon Salineville Toronto

Westerville Columbus Met. Cheshire Center - GTE

Area Delaware - GTE\*

Johnstown - United\* Pataskala - United Rathbone - GTE Sunbury - United

West Jefferson Columbus Met. Cheshire Center - GTE

Area Pataskala - United London Plain City - GTE

Rathbone - GTE Sunbury - United

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#### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA<br/>West LafayetteOHIO BELL<br/>West LafayetteOTHER<br/>(None)

Conesville Coshocton Newcomerstown

Whitehouse Toledo Met. Grand Rapids -GTE

Area Lost Peninsula, MI-General of MI

Neapolis - Alltel, Ohio North Sylvania, MI - GTE

Richfield Center-Berkey - United

Swanton - United Sylvania - GTE Waterville - United

Wickliffe Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Kirtland Columbia Station - Alltel, Ohio Mentor Hinckley - Western Reserve

Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

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#### 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Willoughby Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE

Kirtland Columbia Station - Alltel, Ohio Leroy\* Hinckley - Western Reserve Mentor Northfield - Western Reserve Painesville Perry- Western Reserve\*

Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve

Winchester Winchester Sardinia - G1E.

Sugar Tree Ridge Seaman - GTE

West Union - GTE\*

Woodsfield Woodsfield (None)

Beallsville Clarington Duffy Graysville Lewisville Somerton

Worthington Columbus Met. Cheshire Center - GTE

Area Delaware - GTE\*

Pataskala - United Rathbone - GTE Sunbury - United

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Xenia Xenia New Burlington -GTE

Beavercreek Port William - GTE\*
Bellbrook
Bowersville

Cedarville Jamestown Spring Valley

Yellow Springs-Clifton

Dayton

Yellow Springs-Clifton Yellow Springs- (None)

Clifton Cedarville Enon Fairborn Pitchin Xenia Springfield\* Dayton

Zanesville Zanesville Adamsville - United

Dresden Frazeysburg - United Gratiot - Alltel

Norwich Philo Roseville

New Lexington\*

\*Local Calling Plus (Measured Rate Service)

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## 3.1 General, (Cont'd.)

#### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

#### A) Metropolitan Areas

1) The exchange areas included in the Cleveland Metropolitan Area are as follows:

Cleveland North Royalton

Bedford Olrnstead Falls

Berea Strongsville
Brecksville Terrace
Chagrin Falls Trinity
Gates Mills Victory
Hillcrest Wickliffe
Independence Willoughby

Montrose

2) The exchange areas included in the Columbus Metropolitan Area are as follows:

Columbus Hilliard
Alton Lockbourne
Canal Winchester New Albany
Dublin Reynoldsburg
Gahanna Westerville
Grove City West Jefferson
Groveport Worthington

Harrisburg

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## 3.1 General, (Cont'd.)

### 3.1.1 Local Calling Scope B Ohio Bell Service Areas, (Cont'd.)

### A) Metropolitan Areas, (Cont'd.)

The exchange areas included in the Dayton Metropolitan Area are as follows:

Dayton Fairborn

Beavercreek Miamisburg-West Carrollton

Bellbrook Vandalia

Centerville

The exchange areas included in the Toledo Metropolitan Area are as follows:

Toledo Holland Maumee Perrysburg

Whitehouse

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# 3.1 General, (Cont'd.)

## 3.1.2 Network Access Area Designations - AKRON LATA (NPA: 330)

Access			Access		
Prefix	Exchange	Area	Prefix	Exchange	Area
208	Akron	В	490	North Canton	D
253	Akron	В	492	Canton	D
258	Akron	В	493	Canton	D
274	Mantua	D	494	North Canton	D
296	Ravenna	D	495	Canton	D
297	Ravenna	D	497	North Canton	D
305	North Canton	D	499	North Canton	D
325	Rootstown	D	515	Akron	В
370	Akron	В	535	Akron	В
374	Akron	В	580	Canton	D
375	Akron	В	588	Canton	D
376	Akron	В	615	Akron	В
379	Akron	В	626	Kent	D
384	Akron	В	628	Mogadore	D
422	Kent	D	630	Akron	D
430	Canton	D	633	Akron	D
434	Akron	В	643	Akron	В
438	Canton	D	694	Akron	D
450	Canton	D	645	Akron	D
452	Canton	D	649	Canton	D
453	Canton	D	672	Kent	D
454	Canton	D	673	Kent	D
455	Canton	D	676	Kent	D
456	Canton	D	677	Kent	D
458	Canton	D	678	Kent	D
471	Canton	D	686	Akron	C
477	Canton	D	688	Akron	C
478	Canton	D	699	Uniontown	D
479	Canton	D	706	Akron	D
484	Canton	D	724	Akron	C
488	Canton	D	733	Akron	C
489	Canton	D			

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# 3.1 General, (Cont'd.)

# 3.1.2 Network Access Area Designations - AKRON LATA (NPA: 330), (Cont'd.)

Access			Access		
Prefix	Exchange	Area	Prefix	Exchange	Area
745	Akron	D	865	Akron	C
753	Akron	D	866	Magnolia-Wavnes	D
761	Akron	В	867	Akron	C
762	Akron	В	869	Akron	C
773	Akron	C	873	Akron	C
784	Akron	C	875	Louisville	D
785	Akron	C	877	Hartville	D
794	Akron	C	879	Navarre	D
796	Akron	C	882	Manchester	D
798	Akron	C	896	Greenaburg	D
821	Alliance	D	916	Akron	C
823	Alliance	D	920	Akron	C
825	Akron	D	922	Akron	C
828	Dalton	D	923	Akron	C
829	Alliance	D	928	Akron	C
830	Massillon	D	929	Akron	C
832	Massillon	D	935	Marlboro	D
833	Massillon	D	938	Sebring	D
836	Akron	C	940	Akron	C
837	Massillon	D	945	Akron	C
848	Akron	D	947	Atwater	D
849	Akron	В	966	North Canton	D
854	Canal Fulton	D	971	Akron	C
860	Akron	D	972	Akron	В
864	Akron	C	996	Akron	В

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## 3.1 General, (Cont'd.)

## 3.1.3 Network Access Area Designations -- CLEVELAND LATA (NPA: 216)

	Access Area Designat			LAIA (III A. 210)		
Access			Access			
Prefix	Exchange	Area	Prefix	Exchange	Area	
221	Cleveland	В	362	Cleveland	C	
222	Cleveland	В	363	Cleveland	В	
226	Cleveland	В	364	Terrace	C	(N)
227	Cleveland	В	365	Montrose	C	(N)
228	Cleveland	В	368	Cleveland	В	
229	Cleveland	В	369	Independence	C	(N)
231	Cleveland	В	371	Cleveland	В	
241	Cleveland	В	378	Terrace	C	
249	Cleveland	В	381	Cleveland	C	
251	Cleveland	C	382	Cleveland	C	
252	Cleveland	C	383	Cleveland	C	
261	Cleveland	C	391	Cleveland	В	
265	Cleveland	C	397	Cleveland	В	
266	Cleveland	C	398	Cleveland	C	
267	Cleveland	C	420	Cleveland	В	
268	Cleveland	В	421	Cleveland	В	
271	Cleveland	C	429	Cleveland	C	
281	Cleveland	В	431	Cleveland	В	
283	Cleveland	В	432	Cleveland	В	
289	Cleveland	C	433	Cleveland	C	
291	Cleveland	C	436	Cleveland	В	
292	Terrace	C	441	Cleveland	C	
295	Cleveland	В	443	Cleveland	В	
321	Cleveland	В	444	Cleveland	В	
328	Independence	C	445	Cleveland	В	
341	Cleveland	C	447	Independence	C	
344	Cleveland	В	451	Cleveland	В	
348	Cleveland	В	458	Cleveland	C	(N)
351	Cleveland	C	459	Cleveland	C	
360	Terrace	C	464	Terrace	C	
361	Cleveland	В	475	Montrose	C	
			476	Cleveland	C	
			479	Cleveland	В	
			481	Cleveland	C	
			485	Cleveland	C	

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# 3.1 General, (Cont'd.)

## 3.1.3 Network Access Area Designations -- CLEVELAND LATA (NPA: 216), (Cont'd.)

Access			Access		
Prefix	Exchange	Area	Prefix	Exchange	Area
486	Cleveland	C	621	Cleveland	В
491	Cleveland	В	622	Cleveland	В
514	Terrace	C	623	Cleveland	В
515	Cleveland	V	624	Cleveland	В
518	Montrose	C	631	Cleveland	В
520	Independence	C	634	Cleveland	В
521	Cleveland	В	641	Cleveland	C
522	Cleveland	В	642	Independence	C
523	Cleveland	В	651	Cleveland	В
524	Independence	C	661	Cleveland	C
529	Cleveland	В	662	Montrose	C
531	Cleveland	C	663	Montrose	C
541	Cleveland	В	664	Cleveland	В
556	Cleveland	В	671	Cleveland	C
561	Cleveland	В	676	Cleveland	C
566	Cleveland	В	681	Cleveland	В
573	Independence	C	687	Cleveland	В
574	Cleveland	В	689	Cleveland	В
575	Cleveland	В	690	Terrace	C
578	Cleveland	В	691	Cleveland	C
579	Cleveland	В	692	Cleveland	C
581	Montrose	C	694	Cleveland	В
583	Cleveland	В	696	Cleveland	В
586	Cleveland	В	721	Cleveland	В
587	Montrose	C	728	Cleveland	В
589	Cleveland	В	731	Cleveland	C
590	Terrace	C	732	C1eveland	C
591	Terrace	C	736	Cleveland	В
595	Terrace	C	737	Cleveland	В
615	Cleveland	В	738	Cleveland	C
619	Cleveland	В	739	Cleveland	C

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## 3.1 General, (Cont'd.)

## 3.1.3 Network Access Area Designations -- CLEVELAND LATA (NPA: 216), (Cont'd.)

Access				Access		
Prefix	Exchange	Area		Prefix	Exchange	Area
741	Cleveland	C		851	Cleveland	В
749	Cleveland	C		861	Cleveland	В
751	Cleveland	В		880	Terrace	C
752	Cleveland	В		881	Cleveland	В
754	Cleveland	В		883	Cleveland	C
761	Cleveland	В		889	Cleveland	C
765	Terrace	C		901	Independence	C
766	Terrace	C		902	Cleveland	В
771	Cleveland	В		921	Cleveland	В
772	Cleveland	В		931	Cleveland	В
778	Cleveland	C		932	Cleveland	В
781	Cleveland	В		939	Cleveland	В
787	Cleveland	В		941	Cleveland	C
791	Cleveland	В		961	Cleveland	В
795	Cleveland	В		976	Cleveland	В
812	Cleveland	C	(N)	977	Cleveland	C
813	Cleveland	C		983	Cleveland	В
822	Cleveland	В		987	Cleveland	В
828	Cleveland	В		991	Cleveland	В
831	Terrace	C		999	Cleveland	В
844	Cleveland	В				

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## 3.1 General, (Cont'd.)

## 3.1.4 Network Access Area Designations - CLEVELAND LATA (NPA: 440)

Access				Access			
Prefix	Exchange	Area		Prefix	Exchange	Area	
205	Mentor	D		461	Hillcrest	C	
209	Mentor	D		473	Hillcrest	C	
230	North Royalton	D		498	Chagrin Falls	D	
232	Bedford	D		516	Wickliffe	C	
234	Berea	C		519	Chagrin Falls	D	
235	Olmsted Falls	D		526	Brecksville	D	
237	North Royalton	D		542	Solon	D	
238	Strongsville	D		546	Brecksville	D	
243	Berea	C		572	Strongsville	D	
247	Chagrin Falls	D		582	North Royalton	D	
248	Chagrin Falls	D		585	Wickliffe	C	
254	Leroy	D		602	Willoughby	C	
255	Mentor	D		603	Hillcrest	C	
256	Kirkland	D		604	Hillcrest	C	
257	Mentor	D		605	Hillcrest	C	
269	Willoughby	C		614	Trinity	C	(N)
274	Berea	C	(N)	639	Painesville	D	
283	Willoughby	C	(N)	646	Hillcrest	C	
287	Chargrin Falls	D	(N)	716	Trinity	C	
292	Victory	C	(N)	717	Brecksville	D	
331	Cleveland	C		729	Chesterland	D	
333	Cleveland	C		734	Trinity	C	
349	Chagrin Falls	D		735	Bedford	D	
350	Painesville	D		777	Trinity	C	
352	Painesville	D					
354	Painesville	D					
356	Cleveland	C					
374	Bedford	D	(N)				

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# 3.1 General, (Cont'd.)

# 3.1.4 Network Access Area Designations - CLEVELAND LATA (NPA: 440), (Cont'd.)

Access			Access	<b>;</b>		
Prefix	Exchange	Area	Prefix	Exchange	Area	
357	Painesville	D	779	Trinity	C	
423	Gates Mills	D	786	Bedford		D
439	Bedford	D		808 Trini		C
442	Hillcrest	C	816	Berea	C	
446	Hillcrest	C	826	Berea	C	
449	Hillarest	C	834	Burton	D	
460	Hillcrest	C	835	Trinity	C	

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## 3.1 General, (Cont'd.)

## 3.1.4 Network Access Area Designations - CLEVELAND LATA (NPA: 440), (Cont'd.)

Access			Access			
Prefix	Exchange	Area	Prefix	Exchange	Area	
838	Brecksville	D	895	Cleveland	C	
842	Victory	C	899	Trinity	C	
843	Victory	C	918	Willoughby	C	
845	Victory	C	919	Hillcrest	C	(N)
846	Strongsville	D	942	Willoughby	C	
871	Trinity	C	943	Wickliffe	C	
884	Victory	C	944	Wickliffe	C	
885	Victory	C	946	Willoughby	C	
886	Victory	C	951	Willoughby	C	
887	Victory	C	953	Willoughby	C	
888	Victory	C	954	Willoughby	C	
891	Berea	C	962	Trinity	C	
892	Trinity	C	974	Mentor	D	
893	Chagrin Falls	D	975	Willoughby	C	
			979	Trinity	C	

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# 3.1 General, (Cont'd.)

# 3.1.5 Network Access Area Designations - COLUMBUS LATA (NPA: 614)

Access		Access				
	Prefix	Exchange	Area	Prefix	Exchange	Area
	213	Worthington	C	253	Columbus	C
	217	Columbus	В	257	Columbus	C
	220	Columbus	В	258	Columbus	C
	221	Columbus	В	261	Columbus	C
	222	Columbus	В	262	Columbus	C
	223	Columbus	В	263	Columbus	C
	224	Columbus	В	265	Columbus	C
	225	Columbus	В	267	Columbus	C
	227	Columbus	В	268	Columbus	C
	228	Columbus	В	270	Columbus	C
	229	Columbus	В	271	Columbus	C
	231	Columbus	C	272	Columbus	C
	232	Columbus	В	273	Columbus	C
	233	Columbus	В	274	Columbus	C
	234	Columbus	В	275	Columbus	C
	235	Columbus	C	276	Columbus	C
	236	Columbus	C	277	Grove City	D
	237	Columbus	C	278	Columbus	C
	238	Columbus	C	279	Columbus	C
	239	Columbus	C	280	Columbus	C
	240	Columbus	В	281	Columbus	В
	241	Columbus	В	291	Columbus	C

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# 3.1 General, (Cont'd.)

# 3.1.5 Network Access Area Designations - COLUMBUS LATA (NPA: 614), (Cont'd.)

Access			Access	1	
Prefix	Exchange	Area	Prefix	Exchange	Area
242	Columbus	В	292	Columbus	C
243	Columbus	В	293	Columbus	C
244	Columbus	В	294	Columbus	C
248	Columbus	В	297	Columbus	C
249	Columbus	В	298	Columbus	C
251	Columbus	C	299	Columbus	C
252	Columbus	C	308	Columbus	C

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# 3.1 General, (Cont'd.)

# 3.1.5 Network Access Area Designations - COLUMBUS LATA (NPA: 614), (Cont'd.)

Access			Access		
Prefix	Exchange	Area	Prefix	Exchange	Area
326	Columbus	C	457	Columbus	C
337	Gahanna	C	459	Columbus	C
338	Columbus	C	460	Columbus	В
341	Columbus	В	461	Columbus	В
351	Columbus	C	462	Columbus	В
365	Columbus	В	463	Columbus	В
409	Lockborne	D	464	Columbus	В
414	Gahanna	C	466	Columbus	В
415	Gahanna	C	469	Columbus	В
418	Gahanna	C	470	Gahanna	C
421	Columbus	C	471	Gahanna	C
424	Columbus	C	475	Gahanna	C
428	Gahanna	C	476	Gahanna	C
429	Columbus	C	478	Gahanna	C
430	Columbus	В	479	Gahanna	C
431	Worthington	C	480	Columbus	В
433	Worthington	C	481	Columbus	C
436	Worthington	C	485	Columbus	C
438	Worthington	C	486	Columbus	C
442	Columbus	C	487	Columbus	C
443	Columbus	C	488	Columbus	C
444	Columbus	C	490	Gahanna	C
445	Columbus	C	491	Lockbourne	D
447	Columbus	C	492	Lockbournee	D
449	Columbus	C	497	Lockbourne	D
451	Columbus	C	523	Westerville	C

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## 3.1 General, (Cont'd.)

## 3.1.5 Network Access Area Designations - COLUMBUS LATA (NPA: 614), (Cont'd.)

Access			Access			
Prefix	Exchange	Area	Prefix	Exchange	Area	
527	Hilliard	D	760	Dublin	C	
529	Hilliard	D	761	Dublin	C	
538	Columbus	C	764	Dublin	C	
539	Grove City	D	766	Dublin	C	
566	Columbus	В	771	Hilliard	D	
575	Reynoldsburg	C	777	Hilliard	D	
577	Reynoldsburg	C	780	Worthington	C	
621	Columbus	В	781	Worthington	C	
624	Columbus	В	784	Columbus	C	
627	Columbus	В	785	Worthington	C	
628	Columbus	В	786	Worthington	C	
629	Columbus	В	790	Dublin	C	
644	Columbus	В	791	Dublin	C	
645	Columbus	В	792	Dublin	C	
677	Columbus	В	793	Dublin	C	
688	Columbus	В	794	Westerville	C	
692	Columbus	В	798	Dublin	C	
693	Columbus	C	799	Dublin	C	
717	Dublin	C	802	Worthington	C	(N)
718	Dublin	C	818	Westerville	C	
719	Columbus	В	819	Hilliard	D	(N)
722	Columbus	В	820	Grove City	D	(N)
723	Columbus	В	821	Columbus	В	
724	Columbus	В	823	Westerville	C	
728	Columbus	В	825	Westerville	C	
751	Reynoldsburg	C	826	Lockbourne	D	(N)
752	Columbus	В	833	Canal Winchester	D	
755	Reynoldsburg	C	834	Groveport	D	
759	Reynoldsburg	C	835	Groveport	D	
			836	Groveport	D	
			837	Canal Winchester	D	
			840	Worthington	C	
			841	Worthington	C	

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## 3.1 General, (Cont'd.)

## 3.1.5 Network Access Area Designations - COLUMBUS LATA (NPA: 614), (Cont'd.)

Access				Access			
Prefix	Exchange	Area		Prefix	Exchange	Area	
842	Worthington	C		875	Grove City	D	
844	Worthington	C		876	Hilliard	D	
846	Worthington	C		877	Harrisburg	D	
847	Worthington	C		878	Alton	D	
848	Worthington	C		879	West Jefferson	D	
850	Hilliard	D		880	Worthington	C	
851	Alton	D		882	Westerville	C	
853	Alton	D		884	Columbus	C	(N)
854	Worthington	C		885	Worthington	C	
855	New Albany	D		888	Worthington	C	
856	Reynoldsburg	C		889	Dublin	C	
858	Gahanna	C	(N)	890	Westerville	C	
860	Reynoldsburg	C		891	Westerville	C	
861	Reynoldsburg	C		892	Reynoldsburg	C	(N)
863	Reynoldsburg	C		895	Westerville	C	
864	Reynoldsburg	C		898	Westerville	C	
866	Reynoldsburg	C		899	Westerville	C	
868	Reynoldsburg	C		939	New Albany	D	
870	Alton	D		976	Columbus	В	
871	Grove City	D		995	Columbus	В	
874	Dublin	C	(N)				

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## 3.1 General, (Cont'd.)

# 3.1.6 Network Access Area Designations - COLUMBUS LATA (NPA: 740)

Access	S			Access	}		
Prefix	Exchange	Area		Prefix	Exchange	Area	
245	Rio Grande	D		446	Gallipolis	D	
246	Thornville	D		450	Zanesville	D	
254	Gnadenhutten	D		452	Zanesville	D	
256	Guyan	D		453	Zanesville	D	
264	Steubenville	D		454	Zanesville	D	
266	Steubenville	D		455	Zanesville	D	
282	Steubenville	D		458	Clarington	D	
283	Steubenville	D		472	Woodsfield	D	
284	Steubenville	D		473	Newport	D	
295	Coshocton	D		483	Duffy	D	
333	Washington CH	D		484	Bethesda	D	
335	Washington CH	D		495	New Holland	D	
339	Gallipolis	D		498	Newcomerstown	D	
342	New Lexington	D		532	Ironton	D	
347	Corning		D		533 Ironton		D
367	Cheshire	D		534	Ironton	D	
373	Marietta	D		535	Mingo Junction	D	
374	Marietta	D		536	Rushville	D	
376	Marietta	D		537	Toronto	D	
377	Ironton	D		545	West Lafayette	D	
379	Walnut	D		568	Marietta	D	
394	Shawnee	D		586	Zanesville	D	
423	Belpre	D		609	Martins Ferry-Br	D	
425	Barnesville	D		622	Coshocton	D	
426	Jeffersonville	D		623	Coshocton	D	
437	Bloomingburg	D		633	Martins Ferry-Br	D	
441	Gallipolis	D		635	Martins Ferry-Br	D	

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# 3.1 General, (Cont'd.)

# 3.1.6 Network Access Area Designations - COLUMBUS LATA (NPA: 740), (Cont'd.)

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as D
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## 3.1 General, (Cont'd.)

# 3.1.7 Network Access Area Designations - DAYTON LATA (NPA: 513)

Access			Access			
Prefix	Exchange	Area	Prefix	Exchange	Ar	ea
420	Middletown	D	727	Middletown	D	
422	Middletown	D	743	Franklin	D	
423	Middletown	D	746	Franklin	D	
424	Middletown	D	748	Franklin	D	
425	Middletown	D	988	Trenton	D	
539	Monroe	D				

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## 3.1 General, (Cont'd.)

# 3.1.8 Network Access Area Designations - DAYTON LATA (NPA: 937)

Access			Access		
Prefix	Exchange	Area	Prefix	Exchange	Area
208	Dayton	В	275	Dayton	C
220	Dayton	В	276	Dayton	C
222	Dayton	В	277	Dayton	C
223	Dayton	В	278	Dayton	C
224	Dayton	В	279	Dayton	C
225	Dayton	В	285	Dayton	В
226	Dayton	В	288	Danville-H	D
227	Dayton	В	290	Dayton	C
228	Dayton	В	291	Dayton	C
229	Dayton	В	293	Dayton	C
233	Dayton	D	294	Dayton	C
234	Dayton	В	296	Dayton	C
235	Dayton	D	297	Dayton	C
236	Dayton	D	298	Dayton	C
237	Dayton	D	299	Dayton	C
252	Dayton	C	320	Beavercreek	D
253	Dayton	C	322	Springfield	D
254	Dayton	C	323	Springfield	D
255	Dayton	C	324	Springfield	D
256	Dayton	C	325	Springfield	D
257	Dayton	C	327	Springfield	D
258	Dayton	C	328	Springfield	D
259	Dayton	C	331	Dayton	В
262	Dayton	C	341	Dayton	В
263	Dayton	C	342	Springfield	D
264	Vandalia	D	356	Dayton	В
265	Pitchin	D	365	Rainsboro	D
267	Dayton	C	368	Fletcher-Lena	D
268	Dayton	C	372	Xenia	D
274	Dayton	C	374	Xenia	D

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## 3.1 General, (Cont'd.)

## 3.1.8 Network Access Area Designations - DAYTON LATA (NPA: 937), (Cont'd.)

Access			Access		
Prefix	Exchange	Area	Prefix	Exchange	Area
376	Xenia	D	466	Marshall	D
384	Miamisburg-W Car	D	476	Dayton	C
390	Springfield	D	485	Dayton	В
392	Ripley	D	495	Dayton	В
393	Hillsboro	D	496	Dayton	В
399	Springfield	D	499	Dayton	C
415	Vandalia	D	512	Dayton	В
426	Beavercreek	D	525	Springfield	D
427	Beavercreek	D	534	Dayton	C
428	Dayton	C	567	Dayton	C
429	Beavercreek	D	568	South Vienna	D
431	Beavercreek	D	586	Dayton	В
433	Dayton	C	615	Piqua	D
434	Dayton	C	630	Dayton	В
435	Dayton	C	640	Dayton	В
436	Dayton	C	643	Dayton	C
438	Dayton	C	656	Dayton	C
439	Dayton	В	675	Jamestown	D
443	Dayton	В	695	Winchester	D
445	Dayton	В	754	Fairborn	D
449	Dayton	В	764	Belfast	D
453	Bowersville	D	766	Cedarville	D
454	Vandalia	D	767	Yellow Spr-Cli	D
455	Dayton	В	773	Piqua	D
457	Dayton	В	775	Fairborn	D
461	Dayton	В	778	Piqua	D
462	South Charleston	D	781	Dayton	C
463	Dayton	В	795	Aberdeen	D

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## 3.1 General, (Cont'd.)

## 3.1.8 Network Access Area Designations - DAYTON LATA (NPA: 937), (Cont'd.)

Access			Access		
Prefix	Exchange	Area	Prefix	Exchange	Area
824	Dayton	В	873	Fairborn	D
845	New Carlisle	D	878	Fairborn	D
846	New Carlisle	D	879	Fairborn	D
847	Miamisburg-W Ca	D	882	Donnelsville	D
848	Bellbrook	D	883	South Solon	D
849	Medway	D	885	Centerville	D
857	Christiansburg	D	890	Vandalia	D
859	Miamisburg-W Ca	D	898	Vandalia	D
862	Spring Valley	D	927	Sugar Tree Ridge	D
864	Enon	D	964	North Hampton	D
865.	Miamisburg-W Ca	D	969	Tremont City	D
866	Miamisburg-W Ca	D	976	Dayton	В

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## 3.1 General, (Cont'd.)

# 3.1.9 Network Access Area Designations - TOLEDO LATA (NPA: 419)

Access			Access		
Prefix	Exchange	Area	Prefix	Exchange	Area
240	Toledo	В	386	Toledo	C
241	Toledo	В	389	Toledo	C
242	Toledo	В	420	Findlay	D
243	Toledo	В	421	Findlay	D
244	Toledo	В	422	Findlay	D
245	Toledo	В	423	Findlay	D
246	Toledo	В	424	Findlay	D
247	Toledo	В	425	Findlay	D
248	Toledo	В	427	Findlay	D
249	Toledo	В	435	Fostoria	D
251	Toledo	В	436	Fostoria	D
252	Toledo	В	442	Toledo	В
254	Toledo	В	443	Tiffin	D
255	Toledo	В	447	Tiffin	D
259	Toledo	В	448	Tiffin	D
269	Toledo	C	464	Toledo	C
291	Toledo	C	470	Toledo	C
292	Toledo	C	471	Toledo	C
294	Upper Sandusky	D	472	Toledo	C
321	Toledo	В	473	Toledo	C
322	Toledo	В	474	Toledo	C
325	Toledo	В	475	Toledo	C
327	Toledo	В	476	Toledo	C
332	Fremont	D	478	Toledo	C
334	Fremont	D	479	Toledo	C
355	Fremont	D	486	Toledo	C
359	Bloomingville	D	530	Toledo	C
381	Toledo	C	531	Toledo	C
382	Toledo	C	534	Toledo	C
385	Toledo	C	535	Toledo	C

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## 3.1 General, (Cont'd.)

# 3.1.9 Network Access Area Designations - TOLEDO LATA (NPA: 419), (Cont'd.)

Access			Access		
Prefix	Exchange	Area	Prefix	Exchange	Area
536	Toledo	C	698	Toledo	D
537	Toledo	C	726	Toledo	C
539	Toledo	C	727	Toledo	C
578	Toledo	C	729	Toledo	C
595	New Riegel	D	861	Holland	D
621	Sandusky	D	865	Holland	D
624	Sandusky	D	866	Holland	D
625	Sandusky	D	867	Holland	D
626	Sandusky	D	868	Holland	D
627	Sandusky	D	872	Perrysburg	D
661	Toledo	D	874	Perrysburg	D
665	Lindsey	D	877	Whitehouse	D
666	Toledo	D	891	Maumee	D
684	Castalia	D	893	Maumee	D
691	Toledo	D	897	Maumee	D
693	Toledo	D	936	Toledo	В
697	Toledo	D	976	Toledo	В

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## 3.1 General, (Cont'd.)

# 3.1.10 Network Access Area Designations - YOUNGSTOWN LATA (NPA: 330)

Access	S		Access		
Prefix	Exchange	Area	Prefix	Exchange	Area
227	Rogers	D	629	Youngstown	D
270	Youngstown	D	652	Niles	D
332	Salem	D	679	Salineville	D
337	Salem	D	702	Canfield	D
385	East Liverpool	D	707	Youngstoen	D
386	East Liverpool	D	726	Youngstown	D
424	Lisbon	D	742	Youngstown	C
427	Leetonia	D	743	Youngstown	C
448	Sharon	D	744	Youngstown	C
457	New Waterford	D	746	Youngstown	C
480	Youngstown	C	747	Youngstown	C
482	Columbiana	D	750	Youngstown	C
505	Girard	D	755	Youngstown	C
530	Girard	D	757	Youngstown	D
532	Wellsville	D	758	Youngstown	D
533	Canfield	D	759	Youngstown	D
534	Hubbard	D	782	Youngstown	C
536	Lowellville	D	783	Youngstown	C
538	North Jackson	D	788	Youngstown	C
539	Girard	D	792	Youngstown	D
542	North Lima	D	793	Youngstown	D
544	Niles	D	797	Youngstown	D
545	Girard	D	799	Youngstown	D
549	North Lima	D	965	Youngstown	D
568	Hubbard	D			

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### 3.2 Timing of Calls

Where applicable, the following rate period and timing parameters apply:

- **3.2.1** Initial Period The initial period is the length of a call for minimum billing purposes. The initial period varies by rate schedule and is specified in individual product rates sections of this tariff.
- 3.2.2 Additional Period The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in the individual product rates sections of this tariff.
- **3.2.3** Chargeable time for all calls ends when one of the parties disconnects from the call.
- **3.2.4** Time of day designations are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.

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## 3.3 Calculation of Mileage and Rate Bands

For mileage-sensitive schedules, the distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers as defined by BellCore (Bell Communications Research), in the following manner:

- **Step 1:** Obtain the "V" and "H" coordinates for the rate center or network access point serving the Customer's location and the called/calling station.
- **Step 2:** Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- **Step 3:** Square the differences obtained in Step 2.
- **Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.
- **Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- **Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

$$\sqrt{\frac{(V_1 V_2)^2 + (H_1 H_2)^2}{10}}$$

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#### **SECTION 4 - DESCRIPTION OF SERVICE AND RATES**

#### 4.1 Basic Network Switched Service

#### 4.1.1 General

**A.** Basic Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Basic Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Basic Network Switched Service provides a Customer with a connection to the Company's switching network which enables the Customer to:

- receive calls from other stations on the public switched telephone network;
- access the Company's local calling service;
- access the Company's (or its underlying carrier's) operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 101XXXX).

Business and Residential Lines are provided for connection to Customer-provided terminal equipment. Nonrecurring, recurring, and usage charges apply as described herein.

The local calling area (i.e, exchange and EAS calling) mirrors the local calling area for basic local exchange service provided by the incumbent local exchange company for the same exchange.

A white pages standard directory listing is included with each unit of wireline service.

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#### 4.1 Basic Network Switched Service (Cont'd.)

#### 4.1.1 General (Cont'd.)

**B**. Residential local service bundles that include unlimited local and/or long distance usage are restricted to residential voice applications only. No commercial use of any form is permitted for such unlimited offerings. Usage for dial-up internet access, data and fax-type applications and other non-voice uses is not permitted.

If, at any time, the Company determines\* that the Customer is using the service in violation of this Section 4.1.1.B, the Customer will be given seven (7) days written notice to contact the Company with regard to the usage data gathered. If no contact has been made to the Company within the specified period, the Customer's account will be blocked for outgoing long distance calls, and all local usage associated with non-voice applications will be assessed the local message rate set forth in Section 7.1.3.A. This remedy will continue until the customer elects to change to another LDMI service plan, which does not include unlimited local or long distance calling calling. The Customer would no longer be eligible to subscribe to an LDMI unlimited calling plan.

Residential accounts are limited to a maximum of ten (10) access lines.

\* High usage accounts associated with an LDMI unlimited long distance usage plan will be subject to periodic review by the Company. Each account selected for further review will be analyzed as follows: (1) The Company will track frequently dialed numbers and duration of calls. If many different numbers are being dialed for periods of seconds, use of an auto-dialer is suspected and called numbers will be sampled for such usage; (2) The Company will test call frequently dialed numbers to listen for data recipient. If data is heard, use of Internet and/or facsimile is positively identified.

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By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211 OHL0503

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### 4.1 Basic Network Switched Service (Cont'd.)

#### 4.1.1 General (Cont'd.)

**C.** Business local service bundles that include unlimited local and/or long distance usage are restricted to voice applications only. Usage associated with auto-dialers, dial-up internet access, data and fax-type applications and other non-voice uses is not permitted.

If, at any time, the Company determines\* that the Customer is using the service in violation of this Section 4.1.1.C, the Customer will be given seven (7) days written notice to contact the Company with regard to the usage data gathered. If no contact has been made to the Company within the specified period, the Customer's account will be blocked for outgoing long distance calls, and all local usage associated with non-voice applications will be assessed the local message rate set forth in Section 7.1.3.A. This remedy will continue until the customer elects to change to another LDMI service plan, which does not include unlimited local or long distance calling. The Customer would no longer be eligible to subscribe to an LDMI unlimited calling plan.

\* High usage accounts associated with an LDMI unlimited long distance usage plan will be subject to periodic review by the Company. Each account selected for further review will be analyzed as follows: (1) The Company will track frequently dialed numbers and duration of calls. If many different numbers are being dialed for periods of seconds, use of an auto-dialer is suspected and called numbers will be sampled for such usage; (2) The Company will test call frequently dialed numbers to listen for data recipient. If data is heard, use of Internet and/or facsimile is positively identified.

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## 4.1 Basic Network Switched Service, (Cont'd.)

## **4.1.2** Nonrecurring Charges

## A. Service Order, Change, and Connection Charges -- Ohio Bell Areas

## (1) Tier 1 Services

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	<b>(D)</b>	<b>Maximum</b>
<b>Residential</b>		
Service Order per account	(D)	\$ 32.00
Central Office Connection per line	(D)	\$ 16.00
Line Connection per line	(D)	\$ 20.00
Change in service		
Simple per account	(D)	\$ 18.00
Complex per account	(D)	\$ 56.00
Add or change line features per line	(D)	\$ 14.00
•		
Business		
Service Order		
Simple per account	(D)	\$ 52.00
Complex per account	(D)	\$ 80.00
Central Office Connection		
Simple per line	(D)	\$ 26.00
Complex per line	(D)	\$ 34.00
Line Connection		
Simple per line	(D)	\$ 48.00
Complex per line	(D)	\$ 32.00
Change in service		
Simple per account	(D)	\$ 18.00
Complex per account	(D)	\$ 56.00
Add or change line features per line	(D)	\$ 14.00

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## **SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

4.1 Basic Network Switched Service, (Cont'd.)

**(2)** 

- **4.1.2** Nonrecurring Charges (Cont'd.)
  - A. Service Order, Change, and Connection Charges -- Ohio Bell Areas (Cont'd.)
    - Unless otherwise specified within a specific bundled service plan, the

following nonrecurring services charges apply to bundled local services.

See Section 7.1.1.A(2). for current charges.

Tier 2 (Bundled) Services

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### 4.1 Basic Network Switched Service, (Cont'd.)

#### 4.1.2 Nonrecurring Charges, (Cont'd.)

#### **B.** Other Nonrecurring Charges

#### 1. Service Restoral

#### (a) Tier 1 Services

A Service Restoral charge applies when service is reconnected after suspension or disconnection. The Service Restoral charge applies in addition to all other applicable charges.

	(D)	<b>Maximum</b>
Per Occurrence:	<b>Ohio Bell Areas</b>	
<b>Residential:</b>		
Simple	(D)	\$ 60.00
Complex	(D)	\$120.00
<b>Business:</b>		
Simple	(D)	\$ 60.00
Complex	(D)	\$160.00

#### (b) Tier 2 (Bundled Services)

See Section 7.1.1.B.1(b) for current charges.

#### 2. Presubscribed Carrier Change Charge

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

Certain material previously found on this sheet is now located on Sheet 117.2.

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### SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 4.1 Basic Network Switched Service, (Cont'd.)

#### 4.1.2 Nonrecurring Charges, (Cont'd.)

#### 2. Presubscribed Carrier Change Charge

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll presubscription within the 30day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a presubscription change at any time subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available carriers to aid the Customer in selection.

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## SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

## 4.1 Basic Network Switched Service, (Cont'd.)

#### 4.1.2 Nonrecurring Charges, (Cont'd.)

#### 2. Presubscribed Carrier Change Charge

1. Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

- a. The charge shall be no greater than those set forth below, unless modified by a Company-specific Commission-approved tariff.
- b. If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.
- 2. Nonrecurring Charges IntraLATA Presubscription Charge Charge

The IntraLATA Presubscription Change Charge shall be applied as follows:

Per business or residence line, trunk, or port:

-- Manual Process \$5.00

-- Electronic Process \$1.25

Certain material now found on this sheet was previously located on Sheet 117.

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## SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

#### 4.1 Basic Network Switched Service, (Cont'd.)

#### **4.1.3** Off-Net Basic Business Line

A. Description and Availability

Off-Net Basic Business Line is available only to business Customers who subscribed to one of the Company's local business offerings as of March 2, 2005. Off-Net Basic Business Line provides the functions described in Section 4.1.1(A) at rates set forth in Section (C) below. Off-Net Basic Business Line is available for the following:

- (1) New off-net line(s) added to the Customer's existing account;
- (2) Existing line(s) moved to a new off-net location.
- B. Calling Features

A Customer who subscribes to Off-Net Basic Business Line service may subscribe to any and all calling features available in their serving area. A separate charge is assessed for each feature at rates set forth in Section 4.2.2.

- C. Rates and Charges
  - (1) Nonrecurring rates apply, as set forth in Section 4.1.2.
  - (2) Monthly Recurring Rate per line:

**Minimum Maximum** \$10.00 \$100.00

(3) Local Usage Charge per Message:

**Minimum Maximum** \$0.04 \$0.1650

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### 4.1 Basic Network Switched Service, (Cont'd.)

#### 4.1.4 Basic Business Line Enhanced

A. Description and Availability

Basic Business Line Enhanced is available only to on-net business Customers. Basic Business Line Enhanced provides the functions described in Section 4.1.1(A) at rates set forth in Section (C) below.

B. Calling Features

A Customer who subscribes to Basic Business Line Enhanced service may subscribe to any and all calling features available in their serving area. A separate charge is assessed for each feature at rates set forth in Section 4.2.2.

- C. Rates and Charges
  - (1) Nonrecurring rates apply, as set forth in Section 4.1.2.
  - (2) Monthly Recurring Rate per line:

Maximum Rate \$100.00

(3) Local Usage Charge per Message:

Maximum Rate \$0.1650

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Case No.:

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## 4.1 Basic Network Switched Service, (Cont'd.)



(Items previously on this page are now located on Sheet 204)

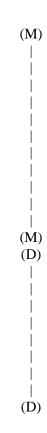
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## 4.1 Basic Network Switched Service, (Cont'd.)



(Items previously on this page are now located on Sheet 205)

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### 4.2 Optional Calling Features

The features in this Section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases. Central Office Calling Features are optional features of central office services furnished to individual line end users. The Company may furnish Central Office Calling Features where there is available central office equipment with the proper program updates as determined by the Company. Central Office Calling Features are only provided for basic access line services. The Customer will be billed a Service Order charge for each change or set-up of each occurrence a feature or group of features is added to the Customer=s service. Multifeature discounts are available.

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## 4.2 Optional Calling Features, (Cont'd.)

#### **4.2.1** Description of Line Features

Anonymous Call Rejection - Allows a Customer to redirect incoming calls to an announcement indicating that the Customer is not presently accepting calls. This feature is provided automatically to Customers subscribing to Caller ID, Caller ID with Name, Call Waiting ID, and Call Waiting ID with Name and will be provided in the inactive state and will have no effect on the Customer=s telephone service until the Customer activates it through the use of a dialing code.

<u>Speed Dial 8</u> - Allows placing calls to eight (8) other phone numbers by dialing a one or two digit code rather than the complete phone number.

<u>Speed Dial 30</u> - Allows placing calls to thirty (30) other phone numbers by dialing a one or two digit code rather than the complete phone number.

<u>Call Return/Automatic Call Back</u> - Allows the subscriber to automatically redial the number of the last incoming call whether answered or not.

<u>Caller ID</u> - Allows the subscriber to view the listed telephone number from which the incoming call is dialed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls.

<u>Caller ID with Name</u> - Allows subscriber to view listed name associated with the telephone number before the phone is answered. This feature is only offered to Customers who subscribe to Caller ID.

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## 4.2 Optional Calling Features, (Cont'd.)

#### 4.2.1 Description of Line Features, (Cont'd.)

<u>Touch-Tone Service</u> - Provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities.

Three Way Calling/Call Hold - The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

<u>Call Forwarding Variable</u> - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

<u>Call Forwarding/Busy Line Transfer</u> B This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

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## 4.2 Optional Calling Features, (Cont'd.)

#### 4.2.1 Description of Line Features, (Cont'd.)

<u>Call Forwarding/Alternative Answering</u> - This feature automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

<u>Call Waiting/Cancel Call Waiting</u> - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

<u>Hunting</u> B Line hunting which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines or trunks from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.

Repeat Dialing - The Automatic Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

Repeat Dialing feature also allows Customers, having reached a busy number, to dial a code before hanging up. Repeat Dialing feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be accessed with Repeat Dialing:

- Calls to Toll Free 8XX Service numbers
- Calls to 900 and 976 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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## 4.2 Optional Calling Features, (Cont'd.)

#### 4.2.1 Description of Line Features, (Cont'd.)

<u>Easy Call</u> B Provides for the automatic dialing of a dialable telephone number in the event that the Customer=s line is taken off-hook and dialing does not commence within a determined interval, usually seven seconds.

<u>Customer Control Option</u> B This feature is available with Call Forwarding/Busy Line Transfer and Alternative Answering. This feature allows the Customer to activate/deactivate the associated feature and to change the telephone numbers to which calls are set to forward.

<u>Call Screening</u> B This feature allows Customers to designate up to ten telephone numbers which incoming calls will be automatically completed to a prerecorded announcement circuit which will indicate that calls are not being taken at this time.

<u>Call Trace</u> - Allows a Customer to dial a code to automatically request that the Company or specified Utility record a caller=s originating telephone number and the date and time of the call as well as the date and time the Customer initiated trace. The information is disclosed only to a law enforcement agency for investigation purposes.

<u>Special Ring 2</u> - Allows the subscriber to have as many as two different telephone numbers associated with a single line without adding a second access line. A Distinct ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls.

<u>Special Ring 3</u> - Allows the subscriber to have as many as three different telephone numbers associated with a single line without adding a second or third access line. A Distinct ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls.

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## 4.2 Optional Calling Features, (Cont'd.)

### **4.2.2** Feature Rates

Residential Monthly Recurring Charges:

,	Minimum	Maximum
Custom Calling Features		
Call Waiting	\$0.25	\$25.00
Call Forwarding, Variable	\$0.25	\$25.00
Three Way Calling	\$0.25	\$25.00
Privacy Manager	\$0.25	\$25.00
Anonymous Call Rejection	\$0.25	\$25.00
Busy Line Transfer	\$0.25	\$25.00
Alternate Answering	\$0.25	\$25.00
Customer Control Option	\$0.25	\$25.00
Easy Call	\$0.25	\$25.00
Multi-Ring		
Per number (Up to 2 add=1 #=s)	\$0.25	\$25.00
Second Number	\$0.25	\$25.00
Remote Call Forwarding		
Per initial feature	\$0.25	\$25.00
Per add=l feature	\$0.25	\$25.00
Advanced Custom Calling Features		
· · · · · · · · · · · · · · · · · · ·		
Call Return (Automatic Callback)	\$0.25	\$25.00
Repeat Dialing	\$0.25	\$25.00
Call Screening	\$0.25	\$25.00
Caller ID	\$0.25	\$25.00
Caller ID with Name	\$0.25	\$25.00
Call Trace, per successful trace	\$0.25	\$25.00
Per Line Number Blocking	\$0.25	\$25.00

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## 4.2 Optional Calling Features, (Cont'd.)

### **4.2.2** Feature Rates

**Business Monthly Recurring Charges:** 

	Minimum	Maximum
<u>Custom Calling Features</u>		
Call Waiting	\$0.25	\$35.00
Call Forwarding, Variable	\$0.25 \$0.25	\$35.00
Three Way Calling	\$0.25 \$0.25	\$35.00
Privacy Manager	\$0.25 \$0.25	\$35.00
Anonymous Call Rejection	\$0.25 \$0.25	\$35.00
Busy Line Transfer	\$0.25	\$35.00
Alternate Answering	\$0.25	\$35.00
Customer Control Option	\$0.25	\$35.00
Easy Call	\$0.25	\$35.00
Multi-Ring	Ψ0.23	Ψ33.00
Per number (Up to 2 add=1 #=s)	\$0.25	\$35.00
Second Number	\$0.25	\$35.00
Remote Call Forwarding	Ψ0.23	Ψ33.00
Per initial feature	\$0.25	\$35.00
Per add=1 feature	\$0.25	
Tor add Troutare	Ψ0.23	Ψ33.00
Advanced Custom Calling Features		
Call Return (Automatic Callback)	\$0.25	\$35.00
Repeat Dialing	\$0.25	\$35.00
Call Screening	\$0.25	\$35.00
Caller ID	\$0.25	\$35.00
Caller ID with Name	\$0.25	\$35.00
Call Trace, per successful trace	\$0.25	\$35.00
Per Line Number Blocking	\$0.25	\$35.00
$\mathcal{E}$	•	•

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### 4.2 Optional Calling Features, (Cont'd.)

#### 4.2.3 Customer Local Area Signaling Services (CLASS) Blocking

### A. Per Call Number Blocking (Calling number delivery blocking)

This blocking enables Customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing \*67 from a touch-tone phone, or 1167 from a rotary dial phone, to activate the block. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Call Blocking will be provided on a universal basis to all eligible customers. All public and semi-public payphones of the Company will be equipped with Per Call Blocking. This service will be provided free of charge.

#### B. Per Line Number Blocking (Calling Number Delivery Suppression)

This blocking enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Line Blocking will be provided at no monthly charge on an optional basis to private and semi-private customers at their discretion. To deactivate the privacy status, the Customer must dial \*82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law Enforcement, Domestic Shelters and other special agencies will be offered free Per Line Number Blocking.

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## 4.3 Direct Inward Dial (DID) Service

#### 4.3.1 General

DID Service provides the Customer with Direct Inward Dialing on designated voice-grade communications channels. DID Service is to be used in connection with the Customer=s Private Branch Exchange (PBX) system. Dialed digits are transmitted for all incoming calls thereby allowing the Customer=s PBX system to route incoming calls directly to individual stations by Customer-assigned DID telephone number. Each trunk provisioned for DID Service is automatically configured into a Hunting Arrangement. Charges apply for blocks of telephone numbers assigned pursuant to the North America Numbering Plan.

<u>Standard Feature(s)</u> - Each Company-provided Trunk for DID Service will automatically include Tone Dialing and a Hunting Arrangement at no additional charge to the Customer. The following service arrangement(s) are available:

- One-Way Inbound

### 4.3.2 DID Charges

Charges are in addition to Local Trunk services as described within this tariff.

Nonrecurring Charges:	Minimum	Maximum
<b>DID Trunk Termination</b>		
(per Trunk configured)	\$50.00	\$500.00
DID Number Charge		
First 20 numbers	\$50.00	\$350.00
Additional blocks of 20	\$15.00	\$150.00
Monthly Recurring Charges:	Minimum	Maximum
DID Trunk Termination		
(per Trunk configured)	\$ 5.00	\$ 60.00
DID Number Charge		
Blocks of 20 numbers	\$ 0.50	\$ 10.00
Individual numbers	\$ 0.05	\$ 1.00
First 20 numbers Additional blocks of 20  Monthly Recurring Charges: DID Trunk Termination (per Trunk configured) DID Number Charge Blocks of 20 numbers	\$15.00  Minimum  \$ 5.00  \$ 0.50	\$150.00  Maximum \$60.00 \$10.00

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## 4.4 Pass-through Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs, or to recover charges levied by its underlying carrier(s). Examples of such charges include, but are not limited to, Universal Service Fund, and compensation to payphone service providers for the use of their payphones to access Company services.

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#### 4.5 Centrex Service

The Centrex station monthly price is comprised of the following non-residential charges:

- Basic Network Switched Service Charges (plus applicable usage packages and usage charges)
- DID Number Charges
- End User Common Line Charges (Federally tariffed)
- Centrex Intercommunication Charges (detariffed)
- Station Features Charges (detariffed)

The Centrex station to PBX trunk equivalent schedule below is used to determine the quantities of Basic Network Switched Service lines so that the prices for Centrex exchange access are equivalent to the exchange access prices for an equal size PBX system.

Centrex Station Lines in Use	PBX Trunk Equivalents
2 - 19	2
20 - 28	3
29 - 38	4
39 - 40	5

Centrex arrangements with greater than 40 Centrex Stations will be priced on an individual case bases (ICB).

#### 4.6 Local Operator Services

Local exchange calls may be placed on an operator assisted basis. For operator assisted calls to Busy Line Verification and Interrupt and for Directory Assistance, the surcharges are specified in Section 4.7 and 4.8 below.

Per Call Charges:	Minimum	Maximum
Person-to-Person	\$0.25	\$10.00
Station-to-Station		
Billed to Calling Card - Automated	\$0.05	\$6.00
Billed to Calling Card - Operator Assisted	\$0.05	\$6.00
Collect	\$0.05	\$6.00
Third Party Billed	\$0.05	\$6.00

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## 4.7 Busy Line Verify and Line Interrupt Service

#### 4.7.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- **A.** The operator will determine if the line is clear or in use and report to the calling party.
  - **B.** The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

### 4.7.2 Regulations

- **A.** A charge will apply when:
- 1. The operator verifies that the line is busy with a call in progress.
- 2. The operator verifies that the line is available for incoming calls.
- 3. The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption

## B. No charge will apply:

- 1. When the calling party advises that the call is to or from an official public emergency agency.
- **2.** Under conditions other than those specified in A. preceding.
- **C.** Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- **D.** The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

#### **4.7.3** Rates

	Minimum	Maximum
Busy Line Verify Service (each request)		
Business	\$0.10	\$4.00
Residential	\$0.10	\$4.00
Busy Line Interrupt Service (each request)	\$0.25	\$6.00

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# 4.8 Directory Assistance

4.8.1 The Customer may request a maximum of two telephone numbers per call to Directory Assistance Service. The Directory Assistance charge applies regardless of whether the operator is able to supply the requested number.

Per call to Directory Assistance: Minimum Maximum \$0.15 \$1.50

4.8.2 Directory Assistance Call Completion

Directory Assistance Call Completion is a service available to customers who call the Directory Assistance Operator. After the operator provides the requested number, the operator will request whether the customer wishes the operator to complete the call to the requested number. A charge will apply if the operator completes the call.

Per Completed Call

Minimum Maximum |
\$0.15 \$1.50 (N)

Material previously located on this sheet has been mored to Sheet No. 134.1.

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By: Jerry Finefrock, Senior Director, Regulatory Affairs

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## 4.9 Directory Listings

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The Company shall arrange, at no charge, for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge. Specialized listing options are also available.

Listings are intended solely for the purpose of identifying subscribers telephone numbers, and as an aid to the use of telephone service. The listings of subscribers are arranged alphabetically and are not intended for special prominence of arrangement.

Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgement, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or are otherwise deemed inappropriate or problematic.

Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

Rates for Additional Listings	Minimum	Maximum	
Additional Listing Charge			
Business	\$0.25	\$ 5.00	
Residential	\$0.25	\$ 5.00	
Non-Published Service			
Non-published service charge, NRC	\$1.00	\$20.00	
Non-published service charge, per month:	\$0.10	\$ 4.00	
Non-Listed Service			
Non-listed service charge, NRC	\$1.00	\$20.00	
Non-listed service charge, per month:	\$0.10	\$ 4.00	
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Material located on this sheet was previously located on Sheet No. 134.

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## 4.10 ISDN Prime

Local ISDN-PRI is provisioned at the 1.544 Mbps rate via the Primary Rate Interface standard of the Integrated Services Digital Network (ISDN). Local ISDN-PRI provides the Customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport.

**4.10.1** Local ISDN-PRI Service Arrangement - One or more Service Configurations can be combined to create a Local ISDN-PRI Service Arrangement. Customers may have multiple Local ISDN-PRI Service Arrangements per location, however for each Service Arrangement one Service Configuration 1 must be included. The controlling D channel will always reside on Service Configuration 1.

The D channel is a 64 Kbps channel that carries signaling and control for the B channels. The capabilities of the D channel are contained within the Customer's Service Configuration.

A. Service Configuration 1 - The first Service Configuration for any Local ISDN-PRI Service Arrangement must be a Service Configuration 1. Service Configuration 1 provides twenty-three (23) 64 Kbps B channels and one (1) primary 64 Kbps D signaling channel. The primary D channel is an-out-of band signaling channel used to control and route all of the B channel traffic within the Local ISDN-PRI Service Arrangement.

The bearer (or B) channels are used for information transfer between users. B channels provide the same features as Local Trunk Basic and Local Trunk DID. To receive the DID capability, Customers must order separately DID telephone numbers, as found herein.

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## 4.10 ISDN Prime, (Cont'd.)

**4.10.1** (Cont'd.)

- **B.** Service Configuration 2 This configuration is only available in conjunction with Service Configuration 1. It provides an additional twenty-four (24) 64 Kbps B channels which are controlled by the D channel on Service Configuration 1. Multiple Service Configuration 2 may be associated with a Service Configuration 1 subject to switching equipment limitations.
- C. Service Configuration 3 This configuration is also only available to subscribers who have a Service Configuration 1. It provides a backup 64 Kbps D channel and twenty-three (23) additional 64 Kbps B channels. The backup D channel will control and route all of the B channel traffic of a single PRI Service Arrangement in the event the D channel on the primary configuration (Service Configuration 1) fails. A maximum of one Service Configuration 3 may be included with each Local ISDN-PRI Service Arrangement. Service Configuration 3 is available subject to switching equipment capabilities.

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## 4.10 ISDN Prime, (Cont'd.)

**4.10.2.** Optional Features: In addition to providing Local Exchange Services specified above, Local ISDN-PRI can be configured to support the following optional advanced ISDN features:

| | | | | | | | | (D)

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**Back-up D Channel:** Provides back-up for failed D channels under those circumstances where multiple ISDN Primes share a single D channel in the same trunk group. A predetermined Channel on another ISDN Prime within the same trunk group would automatically take over call control signaling for circuit switched voice and circuit switched data calls.

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# 4.10 ISDN Prime, (Cont'd.)

## 4.10.3 Rates

# A. Installation Charges

	Minimum	Maximum
Installation Charge *	\$750	\$3,000
Optional Features:		
Back-up D Channel	\$100	\$400

\* Installation Charge is discounted by 100% with a 3 or 5 year contract.

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By: Jerry Finefrock, Senior Director, Regulatory Affairs

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Hamtramck, Michigan 48211

Case No.:

(T)

# 4.10 ISDN Prime, (Cont'd.)

# 4.10.3 Rates, (Cont'd.)

# **B.** Monthly Recurring Charges

	Minimum	Maximum
ISDN Prime Circuit:		
1 Year Contract	\$200 per prime	\$700 per prime
3 Year Contract	\$175 per prime	\$700 per prime
5 Year Contract	\$150 per prime	\$700 per prime
Local Loop		
1 Year Contract	\$50 per prime	\$300 per prime
3 Year Contract	\$50 per prime	\$300 per prime
5 Year Contract	\$50 per prime	\$300 per prime
Optional Features:		
Back-up D Channel	\$40 per prime	\$200 per prime
DID Numbers	\$0.01 per DID	\$0.10 per DID
	number	number

## **Local Call Charge**

	Minimum	Maximum
Business Service (Base Rate)	\$0.030 per call	\$0.15 per call
ISDN Prime Service	\$0.015 per call	\$0.10 per call

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Hamtramck, Michigan 48211

Case No.:

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(T) (N)

(N) (N)

#### 4.11 ISDN PRI

# 4.11.1 General Description and Availability

ISDN-PRI provides the Customer with simultaneous access, transmission and switching of voice, data and imaging services via channelized transport. ISDN-PRI is provisioned at the 1.544 Mbps rate via the Primary Rate Interface standard of the Integrated Services Digital Network (ISDN). SDN PRI is available only to customers in the Cleveland, Ohio exchange. ISDN PRI Service is available in month-to-month, 1-year, 2-year, 3-year or 5 year contract terms.

## **4.11.2** Service Configurations

One or more Service Configurations can be combined to create an ISDN-PRI Service Arrangement. A Customer may have multiple ISDN-PRI Service Arrangements per location; however, for each Service Arrangement one Service Configuration 1 must be included. The controlling D channel will always reside on Service Configuration 1. The D channel is a 64 Kbps channel that carries signaling and control for the B channels. The capabilities of the D channel are contained within the Customer's Service Configuration.

- A. Service Configuration 1 This configuration must be the first Service Configuration for any ISDN-PRI Service Arrangement. Service Configuration 1 provides twenty-three (23) 64 Kbps B channels and one (1) primary 64 Kbps D signaling channel. The bearer (or B) channels are used for information transfer between users. B channels provide the same features as Local Trunk Basic and Local Trunk DID. To receive the DID capability, Customer must order DID telephone numbers separately.
- **B.** Service Configuration 2 This configuration is only available in conjunction with Service Configuration 1. It provides an additional twenty-four (24) 64 Kbps B channels which are controlled by the D channel on Service Configuration 1. Multiple Service Configuration 2 may be associated with a Service Configuration 1 subject to switching equipment limitations.
- C. Service Configuration 3 This configuration is also only available in conjunction with Service Configuration 1. It provides a backup 64 Kbps D channel and twenty-three (23) additional 64 Kbps B channels. The backup D channel will control and route all of the B channel traffic of a single PRI Service Arrangement in the event the D channel on Service Configuration 1 fails. A maximum of one Service Configuration 3 may be included with each ISDN-PRI Service Arrangement. Service Configuration 3 is available subject to switching equipment capabilities.

Issued: August 3, 2007 Effective: August 4, 2007

By:

Martin W. Clift, President 2134 W. Laburnum Richmond, VA 23227

OHL0702

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# **SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

# 4.11 ISDN PRI (Cont'd.)

# **4.11.3** Rates and Charges

Α.	Nonrecurring	Installation	and Maintenance	Charges

Month to Month	\$500.00 (R)	(T)
1 Year Term	\$500.00 (R)	
2 Year Term	\$250.00 (R)	
3 Year Term	\$ 0.00 (R)	
5 Year Term	\$ 0.00 (N)	(T)

**B.** Monthly Recurring Charges

		Unlimited	
	Message Rate*	<u>Local</u>	
Month to Month	\$500.00 (N)	\$675.00 (N)	(T)
1 Year Term	\$450.00 (R)	\$625.00	
2 Year Term	\$400.00 (R)	\$575.00	
3 Year Term	\$325.00 (R)	\$500.00	
5 Year Term	\$300.00 (R)	\$475.00 (N)	(T)

# C. Usage Charges

	<u>Per Call</u>	
*Message Rate Call	\$0.089 (I)	(I)

# D. Optional Feature Charges

	Monthly Recurring Charges	(T)
DID Numbers (T)		(N)
Each	\$ 0.15	
Block of 20* (T)	\$ 3.00	(N)
Block of 100 (T)	\$15.00	
Back-Up D Channel	\$75.00	
Multi-Span / NFAS	\$75.00	
		(N)

<sup>\*\$3.00</sup> Nonrecurring Charge per Block of 20 Applies

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By: Martin W. Clift, President
2134 W. Laburnum

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## 4.12 Discounted Pricing Plans

#### **4.12.1** General

The Company is offering the following discounts off its monthly recurring and usage charges based upon a non-term plan (month to month) or term plan agreement as specified by the Customer. These discount plans are available to retain existing subscribers or reacquire customers who have discontinued service with LDMI.

Discounts are applied to the base program rates currently identified in this tariff. Customers selecting a term plan are agreeing to fulfill the minimum time requirement of the contract. Customers who terminate services prior to fulfilling their term commitment may be assessed a termination liability fee in an amount equal to the recurring charges for the services included under the term agreement multiplied by the number of months remaining in their term. The termination liability will be billed in one lump sum.

Eligible customers include those business customers with standard business lines, PBX trunks, DID trunks, and ISDN lines. Discounted pricing plans will not be available for lines with Business Features Package, Privacy Manager, or are Remote Call Forwarding lines.

Customers being reacquired from a facilities-based provider must have a minimum two (2) year contract to receive discounted pricing plans.

The discount is applicable to the following components:

<u>For Local Service</u>: local monthly recurring charges (line and feature charges) and local usage

<u>For Long Distance Service\*</u>: IntraLATA and Intrastate service, 800 service, and travel cards.

The following services and/or charges are not eligible for discounted pricing:

Federal and state access charges

USF for local and/or long distance service

Surcharges (including payphone and international)

**Directory Assistance** 

Taxes

Carrier Recovery Charge (PICC)

\*Discounted pricing plans will be offered in conjunction with interstate and international long distance service.

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## 4.12 Discounted Pricing Plans, (Cont'd)

#### 4.12.2 Customer Retention Plans

LDMI's existing customers may be eligible for one of the following plans if they have received a competitive offer and are considering switching their business services to another provider.

## A) Loyalty Discount

Customers may receive a monthly discount each year for 5 years based on continued loyalty to LDMI as their long distance and/or local provider. No term agreement is required for this discount. Below is a schedule of the monthly discount percentage.

1% monthly discount during the 1st year (applied monthly)

2% monthly discount during the 2nd year (applied monthly)

3% monthly discount during the 3rd year (applied monthly)

4% monthly discount during the 4th year (applied monthly)

5% monthly discount during the 5th year (applied monthly)

#### B) 20% Discount Plan

Customers may receive 20% discount off of the next one, two or three invoices based on term commitment. Customers signing a one year term agreement receive a 20% discount on the next invoice. Customers signing a two year term agreement receive a 20% discount on the next two invoices. Customers signing a three year term agreement receive a 20% discount on the next three invoices.

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## 4.12 Discounted Pricing Plans, (Cont'd)

## 4.12.3 Bringback Products

One to three of the discount plans or credits listed in Sections 4.12.2 and 4.12.3 may be available to reacquire a customer who has previously discontinued service with LDMI.

## **A)** \$100 Credit

Customers may receive a \$100 credit on the customer next invoice. The customer must have a minimum of three (3) local lines to qualify for this credit. A one, two or three year term agreement is required for this discount.

## **B)** Month(s) Free - Local and Long Distance

Customers may receive one, two or three months free for local and long distance. The customer must sign a one, two or three year term agreement for this discount. Below is a matrix of the discount and a description of the allocation method.

	Achieved By:	Term Commitment Required
One Month Free	100% discount in customer's 13th	One Year term commitment
	months	
Two Months Free	100% discount in customer's 13th,	Two Year term commitment
	and 25th months	
Three Months Free	100% discount in customer's 13th,	Three Year term commitment
	25th, and 37th months	

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#### 4.13 LDMI Secure Dial 800 Service

#### **4.13.1** General

This dial service allows businesses the option of secure dial-in capability to access the company's information technologies, LAN and WAN resources. LDMI Secure Dial 800 Service is created by packaging several of LDMI's existing services, such as, 800 services, Vanity Telephone Numbers, Customer Billing, Dial Access to the LDMI Authentication System, Private Line Services, Managed Internet Access Service and Managed Security Services.

#### **4.13.2** Secure Private Dial

Secure Private Dial will allow users to dial in to company IT resources from remote locations. The user accesses LDMI's Authentication and Access System (AAS) via toll free dial access. The AAS will validate the user and establish a connection between the user's PC and the subscribing company's network infrastructure. The AAS will also be used for usage monitoring, reporting and billing.

Secure Private Dial requires connectivity between LDMI's Data Center (AAS location) to the company's site. This connectivity is established via one of LDMI's Connectivity Products (MIS or IAS) or LDMI Point to Point Private Line Service. The connectivity component of the service is priced separately via an ICB.

The number of dial-in accounts available is limited only by engineering limitations regarding amount of traffic that can be handled on the connectivity option selected.

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# 4.13 LDMI Secure Dial 800 Service, (Continued)

## **4.13.3** Secure Dial 800 Service Rates

Monthly Recurring Charges:

	Minimum	Maximum
800 Dial Usage Fee	\$2.00 per hour*	\$10.00 per hour *
Secure Private Dial Gateway		
1 to 50 users	\$100 per month	\$400 per month
51 to 75 users	\$150 per month	\$600 per month
76+ users	\$400 per month	\$1600 per month
Connectivity Component (MIS, IAS or	ICB	ICB
Point-to-Point Private Line)		

<sup>\*</sup>or ICB depending upon volume

NonRecurring Charges:

	Minimum	Maximum
Setup Fee (per corporate account)	\$150	\$600

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# **4.14** SDSL Business Advantage Bundle

## 4.14.1 SDSL Business Advantage Description

SDSL Business Advantage provides a customer UNE-P facilities for voice and DSL transmission between a customer's premises and the serving wire center for the purpose of delivering communication services provided by the Company. SDSL Business Advantage is a business communications solution providing Business Local Lines, Long Distance, Internet Access, and Email Accounts in a bundle.

## 4.14.2 SDSL Business Advantage Packages

The Customer may purchase SDSL Business Advantage Package, which includes a minimum of three (3) local exchanges with an option to purchase additional lines as needed. The following features are included with each local exchange line:

900/976 Call Blocking Features Call Forward - Variable Caller ID with Name Three Way Calling

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## **4.14** SDSL Business Advantage Bundle, (cont'd.)

## 4.14.3 Minimum/Maximum Rates

The Monthly Recurring Charges (MRC) includes up to 1050 standard local calls and 1050 intraLATA minutes per account.

The Customer may select LDMI as their long distance service provider. The Monthly Recurring Charge includes up to 1050 local calls and 1050 intraLATA minutes per account as part of the standard package. In addition, up to 500 minutes of domestic outbound interLATA and interstate long distance is included per account, not per line.

# **Regulated Portion of Monthly Recurring Charges:**

## **Maximum:**

1, 2, or 3 Year TermSDSL Connection Speed				
	416 Kbps   784 Kbps   1.0 Mbps   1.5 Mbps			
	\$420.00	\$430.00	\$440.00	\$450.00
Service with Modem				
Service with Router	\$450.00	\$460.00	\$470.00	\$480.00

## Per Local Call Overage Rate:

Maximum: \$0.10 per call

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# **4.14** SDSL Business Advantage Bundle, (cont'd.)

## 4.14.4 Long Distance Service Component

The Monthly Recurring Charge listed in Section 7 includes up to 500 1+ interLATA minutes per account. All long distance minutes over the monthly allowance per local line will be billed at the following rate:

Maximum	
\$0.075	

Long Distance Calls are billed in six (6) second increments after an initial eighteen (18) second increment. Inbound intraLATA is billed at the same per minute rate; however, 800 service is not included in the 500 minutes allotment.

## 4.14.5 Special Conditions

Customers must sign a minimum 1, 2, or 3-year term agreement for SDSL Business Advantage. Early termination charges apply.

If termination is after installation of service, an early termination charge shall be the monthly recurring charge for the remainder of months of the term agreement, plus any installation charges waived from the initial service date to the termination of the agreement.

## 4.14.6 <u>Installation Charges</u>

The non-recurring charge for service installation is \$275 for a one (1) year term agreement. The installation charge is waived for 2 or 3-year term agreements.

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# SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

# **4.15** <u>Integrated Access Service - SmarT</u>

## 4.15.1 SmarT Description

SmarT provides a customer high capacity broadband facilities (up to 1.536 Mbps) for Voice and Data transmission between a customer's premises and the serving wire center for the purpose of delivering communication services provided by the Company. LDMI's Integrated Voice and Data Service provides service to the customer over a single broadband connection. SmarT is a comprehensive communications solution providing Local, Local Toll, Long Distance, Voicemail, Internet Access, Email Accounts, Web Site Hosting and Domain Name Services in a bundle.

### 4.15.2 SmarT Packages

The Customer may purchase SmarT Package which includes a minimum of four (4) to five (5) local exchange lines (depending on Zone) up to twenty-four (24) lines with an option to purchase additional POTS lines as needed. The following features are included with each local exchange line:

Hunting \* Call Blocking Features (900/976,

Third Party, Collect)

Call Forward - Variable Repeat Dialing

Call Forward Busy\* Remote Access to Call Forward

Call Forward - No Answer\*

Caller ID with Name

Automatic Callback
Speed Dialing

Three Way Calling Call Transfer

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<sup>\*</sup> These features require specific configuration and cannot be auto added to voice channels.

#### 4.15 <u>Integrated Access Service - SmarT, (cont'd.)</u>

## 4.15.3 Regulated Component of Rates

The rates contained in Section 7.25.1 are for the regulated portion of the SmarT service (T) (T)

package. The Monthly Recurring Charges (MRC) include up to 5,500 standard local calls.

The Customer may select LDMI as their long distance service provider. The Monthly Recurring Charge includes up to 5,500 intraLATA minutes per local line as part of the standard package.

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## SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

## 4.15 <u>Integrated Access Service - SmarT</u>, (Cont'd.)

## 4.15.4 Long Distance Service Component

The Monthly Recurring Charges listed in Section 7.25.1 include up to 5,500 1+ intraLATA minutes. All long distance minutes over the monthly allowance per local line will be billed on a usage-sensitive basis at the rates set forth in Section 7.25.3:

Long Distance Calls are billed in six (6) second increments after an initial six (6) second increment. Inbound intraLATA is billed at the same per minute rate; however, 800 services are not included in the 5,500 minutes allotment.

### 4.15.5 Special Conditions

Customers must sign a minimum 1, 2 or 3-year term agreement for SmarT. Early termination charges may apply.

If termination is after installation of service, an early termination charge shall be the monthly recurring charge for the remainder of months of the term agreement, plus any installation charges waived from the initial service date to the termination of the agreement.

## 4.15.6 Installation Charges

The non-recurring charge for service installation is set forth below. The installation charge may be discounted or waived for a 2-year or 3-year term agreement.

	Zone 1	Zone 2
Exchange 320	\$1,500 (I)	\$1,500 (R)
Exchange 324	\$1,500 (I)	\$1,500 (R)

## 4.15.7 SmarT Value and Value Plus Lines

SmarT Value and Value Plus Lines are available in the Company's Off-Net service areas to Customers who subscribe to a SmarT Service Package. The SmarT Value and Value Plus Lines are supplemental voice-grade local access lines that may be used for facsimile transmission, alarm service, access to E911 service and/or elevator operations. Monthly recurring, local call allowances and per call charges apply, as set forth in Section 7.25.4.

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# **SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

## **4.15** <u>Integrated Access Service - SmarT</u>, (Cont'd.)

## 4.15.8 SmarT Value and Value Plus Enhanced Lines

SmarT Value and Value Plus Enhanced Lines are available in the Company's On-Net service areas to Customers who subscribe to a SmarT Service Package. The SmarT Value and Value Plus Enhanced Lines are supplemental voice-grade local access lines that may be used for facsimile transmission, alarm service, access to E911 service and/or elevator operations. Monthly recurring, local call allowances and per call charges apply, as set forth in Section 7.25.5.

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#### 4.16 Residential Local Service Bundles

#### 4.16.1 Essential Choice Enhanced

The Essential Choice Enhanced local service bundle is available to on-net residential customers only. Per line nonrecurring charges identified in this tariff are applicable.

Essential Choice Enhanced includes a basic residential local line with no set maximum on the number of local calls allowed per month plus unlimited IntraLATA calling. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Essential Choice Enhanced includes the following services/features:

- Caller ID/Name & Number
- Call Waiting
- Call Waiting with Caller ID
- Auto Callback
- Three Way Calling
- Call Forward, Variable

Monthly Charge, per Line \$27.95

\* Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

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## 4.16 Residential Local Service Bundles (Cont'd.)

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#### 4.16.2 Ultimate Choice Enhanced

Ultimate Choice Enhanced is available to on-net residential customers and includes a basic residential local line with no set maximum on the number of local calls allowed per month plus unlimited IntraLATA calling. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Ultimate Choice Enhanced includes the following services/features:

- Caller ID/Name & Number
- Call Waiting
- Call Waiting with Caller ID
- Auto Callback
- Three Way Calling
- Call Forward, Variable

Monthly Charge, per Line

\$30.95

\* Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

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## 4.16 Residential Local Service Bundles (Cont'd.)

#### 4.16.3 Coast-to-Coast Enhanced

The Coast-to-Coast Enhanced bundle is available to on-net residential customers only. Per line nonrecurring charges identified in this tariff apply for all new installations. Where a customer is converting existing LDMI service to Coast-to-Coast, or a customer is converting existing ILEC service to Coast-to-Coast, these nonrecurring charges will be waived.

Coast-to-Coast Enhanced includes a basic residential local line with no set maximum on the number of local calls allowed per month plus unlimited IntraLATA, InterLATA, and Interstate calling. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Coast-to-Coast includes the following services/features:

Call Waiting
Three Way Calling
Auto Callback
Call Forwarding - Variable
Caller ID \*
Caller ID w/name \*
Caller ID w/ Call Waiting \*
Speed Call 30
Repeat Dialing
Service Watch

Monthly Charge, per Line

\$40.95

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<sup>\*</sup> Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

#### 4.16 **Residential Local Service Bundles (Cont'd.)**

#### 4.16.4 Ultimate Choice – International 2005 Enhanced

Ultimate Choice - International 2005 Enhanced bundle is available to on-net residential customers only. The bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month plus unlimited IntraLATA calling. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, the Ultimate Choice - International 2005 Enhanced bundle includes the following unregulated services/features:

- Caller ID/Name & Number \*
- Call Waiting
- Call Waiting with Caller ID
- Auto Callback
- Three Way Calling
- Call Forward, Variable
- Discounted International Rates

Monthly Charge, per Line

\$32.95

\* Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

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## 4.16 Residential Local Service Bundles (Cont'd.)

(N)

#### 4.16.5 Coast-to-Coast – International 2005 Enhanced

The Coast-to-Coast – International 2005 Enhanced bundle is available to on-net residential customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations.

The Coast-to-Coast – International 2005 Enhanced bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month plus unlimited IntraLATA, InterLATA, and Interstate calling. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, the Coast-to-Coast – International 2005 Enhanced bundle includes the following services/features:

Call Waiting
Three Way Calling
Auto Callback
Call Forwarding - Variable
Caller ID \*
Caller ID w/name \*
Caller ID w/ Call Waiting \*
Speed Call 30
Repeat Dialing
Service Watch
Discounted International Rates

Monthly Charge, per Line

\$42.95

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<sup>\*</sup> Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

#### 4.17 Business Local Service Bundles

## 4.17.1 CompleteTalk Bundle\*\*

The LDMI CompleteTalk bundle is available to new small business customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations.

Complete Talk includes a basic local line with no set maximum on the number of local calls allowed per month <u>plus</u> unlimited outbound IntraLATA, InterLATA, and Interstate calling. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Complete Talk includes the following services/features:

Three Way Calling
Auto Callback
Call Forwarding - Variable
Caller ID \*
Caller ID w/name and number\*
Speed Call
Repeat Dialing
900/976 Blocking

Monthly Charge, per Line \$42.95 (I)

A facsimile line is available as an additional line for customers who subscribe to the Complete Talk Bundle, for the following charges:

Monthly Charge, per Line \$12.00 Usage Charge, per call \$.0825

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\*\*Effective April 25, 2005, this service is no longer available to new customers in Off-Net areas. Service availability will be limited to existing customers at their current locations and to new customers withinLDMI's On-Net service areas.

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## 4.17 Business Local Service Bundles (Cont.d)

#### **4.17.2** Complete Talk Bundle Enhanced

The CompleteTalk Bundle Enhanced is available to new small business on-net customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations.

The CompleteTalk Bundle Enhanced includes a basic local line with no set maximum on the number of local calls allowed per month <u>plus</u> unlimited outbound IntraLATA, InterLATA, and Interstate calling. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, the CompleteTalk Bundle Enhanced includes the following services/features:

Three Way Calling
Auto Callback
Call Forwarding - Variable
Caller ID
Caller ID w/name and number
Speed Call
Repeat Dialing
900/976 Blocking

Monthly Charge, per Line \$40.95

A facsimile line is available as an additional line for customers who subscribe to the Complete Talk Bundle, for the following charges:

Monthly Charge, per Line \$10.00 Usage Charge, per call \$.0825

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# 4.17 Business Local Service Bundles (Cont'd.)

#### 4.17.3 SmallTalk Bundle\*\*

The LDMI SmallTalk Bundle is available to new business customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff apply. Per line nonrecurring charges identified in this tariff apply for all new installations. This service may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling method. Customers must select this product for each line on their account.

The SmallTalk Bundle includes a basic local line and unlimited local usage within the Customer's Local Calling Area. In addition, the SmallTalk Bundle includes the following services/features:

Three Way Calling
Call Forwarding – Variable
Caller ID w/name \*
Service Watch

Monthly Charge, per Line:

Term Agreement	
1 Year	\$33.99 (I)
2 Year	\$32.99 (I)
3 Year	\$31.99 (I)

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<sup>\*\*</sup>Effective April 25, 2005, this service is no longer available to new customers in Off-Net areas. Service availability will be limited to existing customers at their current locations and to new customers withinLDMI's On-Net service areas.

## 4.16 Business Local Service Bundles (Cont'd.)

4.17.4 ZoneTalk\* (T)

#### A. General

ZoneTalk is a bundled service plan containing both regulated and unregulated services. Customers are required to enter into a minimum one-year contract for the service. Per line nonrecurring charges identified in this tariff apply for all new installations.

# B. Availability

The plan is available to new business customers only who are located within SBC-Ohio's service territory. Lines currently subscribed to other carriers that include a Business Feature Package or Privacy Manager are not eligible for ZoneTalk. ZoneTalk is not available for PBX/DID Trunks, Remote Call Forwarding Lines, or Local T-1 (e.g., ISDN PRI) lines.

### C. Restrictions

This service may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling method. All other usage limitations set forth in Section 4.1.1(C) apply.

#### D. Services and Features

The ZoneTalk plan includes the following services and features:

- Local Access Line
- Unlimited Local and IntraLATA Calling
- 3-Way Calling
- Caller ID with Name
- Call Forwarding Variable
- Repeat Dialing
- Auto Callback
- Speed Calling 30

\*Effective April 25, 2005, this service is no longer available to new customers in Off-Net areas. Service availability will be limited to existing customers at their current locations and to new customers withinLDMI's On-Net service areas.

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## 4.17 Business Local Service Bundles (Cont'd.)

## 4.17.4 ZoneTalk (Cont'd.)\*

## E. Rates and Charges

Nonrecurring Charges:

Per line nonrecurring charges as set forth in Section 4.1.2 apply for all new installations.

Monthly Recurring Rate, per line \$37.95 (I)

\*Effective April 25, 2005, this service is no longer available to new customers in Off-Net areas. Service availability will be limited to existing customers at their current locations and to new customers withinLDMI's On-Net service areas.

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## 4.17 Business Local Service Bundles (Cont'd.)

#### 4.17.5 SmallTalk Bundle Enhanced

The SmallTalk Bundle Enhanced is available to new business customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff apply. Per line nonrecurring charges identified in this tariff apply for all new installations. This service may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling method. Customers must select this product for each line on their account.

The SmallTalk Bundle includes a basic local line and unlimited local usage within the Customer's Local Calling Area. In addition, the SmallTalk Bundle includes the following services/features:

Three Way Calling
Call Forwarding – Variable
Caller ID w/name \*
Service Watch

Monthly Charge, per Line:

## **Term Agreement**

1 Year	\$31.99
2 Year	\$30.99
3 Year	\$29.99

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## 4.17 Business Local Service Bundles (Cont'd.)

#### 4.17.6 ZoneTalk Enhanced

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#### A. General

ZoneTalk Enhanced is a bundled service plan containing both regulated and unregulated services. Customers are required to enter into a minimum one-year contract for the service. Per line nonrecurring charges identified in this tariff apply for all new installations.

## B. Availability

The plan is available to on-net business customers only. Lines currently subscribed to other carriers that include a Business Feature Package or Privacy Manager are not eligible for ZoneTalk Enhanced. ZoneTalk is not available for PBX/DID Trunks, Remote Call Forwarding Lines, or Local T-1 (e.g., ISDN PRI) lines.

#### C. Restrictions

This service may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling method. All other usage limitations set forth in Section 4.1.1(C) apply.

#### D. Services and Features

The ZoneTalk Enhanced plan includes the following services and features:

- Local Access Line
- Unlimited Local and IntraLATA Calling
- 3-Way Calling
- Caller ID with Name
- Call Forwarding Variable
- Repeat Dialing
- Auto Callback
- Speed Calling 30

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# **SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

# 4.17 Business Local Service Bundles (Cont'd.)

## 4.17.6 ZoneTalk Enhanced

E. Rates and Charges

Nonrecurring Charges:

Per line nonrecurring charges as set forth in Section 4.1.2 apply for all new installations.

Monthly Recurring Rate, per line \$35.95

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(N)

## **SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

# 4.17 Business Local Service Bundles (Cont'd.)

#### 4.17.7 Valued Customer Package Plus

The Valused Customer Package Plus is available to existing LDMI long distance business customers only who sign up for LDMI's local service and are located in an off-net service area. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Nonrecurring charges identified in this tariff would apply to add new dial tone local service.

The Valued Customer Package Plus includes a basic business local line and a reduced per minute rate for long distance serviceLocal Calling Service is limited to points within the Customer's Local Calling Area

Monthly Charge, per Line	\$ 27.95
Local Usage, per Call	\$ 0.045
Long Distance Usage, per Minute	\$ 0.035

## 4.17.7 Valued Customer Package Enhanced

The Valused Customer Package Enhanced is available to existing LDMI long distance business customers only who sign up for LDMI's local service and are located in an on-net service area. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Nonrecurring charges identified in this tariff would apply to add new dial tone local service.

The Valued Customer Package Enhanced includes a basic business local line and a reduced per minute rate for long distance serviceLocal Calling Service is limited to points within the Customer's Local Calling Area

Monthly Charge, per Line	\$ 25.95
Local Usage, per Call	\$ 0.045
Long Distance Usage, per Minute	\$ 0.035

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(N)

## **SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

## 4.17 Business Local Service Bundles (Cont'd.)

## 4.17.8 Favored Savings Plan Plus

1. Description

Favored Savings Plan Plus is available to new off-met business customers who sign up for local and long distance or existing business long distance customers who sign up for LDMI's local service and are in LDMI's off-net service area. Customers must sign a minimum one (1) year term agreement for a local basic business line and LDMI long distance to qualify.

## 2. Rates and Charges

Monthly Recurring Charges: Per Line or Trunk

Business Line\*, without Hunting, \$27.95 Business Line\*, with Hunting, all access areas \$27.95

Usage Charges Per Local Call Local Usage \$0.0650

\* Local lines that have Business Feature Package or Privacy Manager or are Remote Call Forwarding lines do not qualify for this product.

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(N)

(N)

## **SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

#### 4.17 Business Local Service Bundles (Cont'd.)

#### 4.17.9 Favored Savings Plan Enhanced

1. Description

Favored Savings Plan Enhanced is available to new on-net business customers who sign up for local and long distance or existing business long distance customers in LDMI's on-net service area who sign up for LDMI's local service. Customers must sign a minimum one (1) year term agreement for a local basic business line and LDMI long distance to qualify.

## 2. Rates and Charges

Monthly Recurring Charges: Per Line or Trunk

Business Line\*, without Hunting, \$25.95 Business Line\*, with Hunting, all access areas \$25.95

Usage Charges Per Local Call Local Usage \$0.0650

\* Local lines that have Business Feature Package or Privacy Manager or are Remote Call Forwarding lines do not qualify for this product.

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## 4.17 Business Local Service Bundles (Cont'd.)

#### 4.17.10 Advantage Savings Plan Plus

1. Description

Advantage Savings Plan Plus is available to new off-net business customers who sign up for local and long distance or existing business long distance customers who sign up for LDMI's local service and are in LDMI's off-net service area. Customers must sign a minimum one (1) year term agreement for a local basic business line and LDMI long distance to qualify.

## 2. Rates and Charges

Monthly Recurring Charges: Per Line or Trunk

Business Line\*, without Hunting, \$27.99 Business Line\*, with Hunting, all access areas \$27.99

Usage Charges Per Local Call Local Usage \$0.0450

\* Local lines that have Business Feature Package or Privacy Manager or are Remote Call Forwarding lines do not qualify for this product.

(N)

(N)

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#### 4.17 Business Local Service Bundles (Cont'd.)

#### 4.17.11 Advantage Savings Plan Enhanced

1. Description

Advantage Savings Plan Enhanced is available to new on-met business customers who sign up for local and long distance or existing business long distance customers who sign up for LDMI's local service and are in LDMI's on-net service area. Customers must sign a minimum one (1) year term agreement for a local basic business line and LDMI long distance to qualify.

## 2. Rates and Charges

Monthly Recurring Charges: Per Line or Trunk

Business Line\*, without Hunting, \$25.99 Business Line\*, with Hunting, all access areas \$25.99

Usage Charges Per Local Call Local Usage \$0.0450

\* Local lines that have Business Feature Package or Privacy Manager or are Remote Call Forwarding lines do not qualify for this product.

(N)

(N)

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#### 4.17 Business Local Service Bundles (Cont'd.)

#### 4.17.12 Small Business Bundle Enhanced

The Small Business Bundle Enhanced is available to on-net business customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff apply. Per line nonrecurring charges identified in this tariff apply for all new installations. This service may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or

The Small Business Bundle Enhanced includes a basic local line and unlimited local usage within the Customer's Local Calling Area. In addition, the Small Business Bundle includes the following services/features:

automated calling method. Customers must select this product for each line on their account.

Three Way Calling
Call Forwarding – Variable
Caller ID w/name \*

Monthly Charge, per Line:

#### **Term Agreement**

1 Year	\$26.99
2 Year	\$25.99
3 Year	\$24.99

<sup>\*</sup> Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

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Case No.:

(N)

(N)

4.18 Value Rate (N)

#### A. Availability

The Value Rate is available only to former customers of Mpower Communications Corp. ("Mpower") who were obtained through LDMI's purchase of Mpower's business and assets in Ohio and who received service as of October 31, 2004, under Mpower's Ohio P.U.C. No.1, as adopted by LDMI Telecommunications, Inc. pursuant to PUCO Case No. 03-436-TP-ATR.

#### **B.** General Description

The Value Rate includes a basic local line, an allotment of calls within the Customer's Local Calling Area, and an allotment of intraLATA usage for a fixed monthly charge per line. The local call allotment and the intraLATA usage allotments are applied on an account level basis to the combined lines billed to a particular account. Local calls and intraLATA usage that exceed the specified allotments are billed separately at the rates listed in Section 4.18.C. Calling features are also billed separately at the rates listed in Section 4.18.C\*.

Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff apply. Per line nonrecurring charges identified in this tariff apply for all new installations. This service may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling method.

\*For Centrex customers, Centrex features are included in the monthly recurring rate.

(N)

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4.18 V	<b>Value</b>	Rate (	Cont'	d)
--------	--------------	--------	-------	----

(N)

## C. Rates and Monthly Allotments

(1) Monthly Recurring Rate per Line:

Standard Lines \$21.00 Remote Call Forwarding Lines \$16.25

(2) Allotments and Overage Rates:

			Remote Call Forwarding
		<b>Standard Lines</b>	Lines
	l Call Allotment, Per unt Per Month	2,500 Calls	0 Calls
Price Allot	for Local Calls Exceeding ment	\$0.045 per Call	\$0.075 per Call
	LATA Usage Allotment, Account Per Month	2,500 Minutes	0 Minutes
	for IntraLata Calls eding Allotment	\$0.035 per Minute	\$.035 per Minute
(3)	Calling Feature Rates Appl	icable to Non-Centres	x Customers
	Monthly Rate per Line Per in Service as of October 31		\$3.00*
-	new features added by Custon th in Section 7.2.	omer after October 31	, 2004 will be billed at the rates

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## 4.19 SimplyBusiness Service

#### A. Description

SimplyBusiness Service is available to business customers for lines within the Company's On-Net service area only. SimplyBusiness Service includes one or more voice-grade channels that provide customers with dialtone and access to local and long distance calling, E911, and access to calling features. Local and long distance usage are billed on a per minute basis at rates set forth in Section 4.19.C below.

#### B. Calling Features

The following custom calling features are available to customers who subscribe to SimplyBusiness Service. A separate charge, set forth in 4.19.C, is assessed for each feature.

Caller ID Number
Caller ID with Name
Call Waiting
Call Fowarding Variable
Remote Access to Call Forwarding
Automatic Callback
3-Way calling
Repeat Dialing
Call Transfer

## C. Rates and Charges

(1) Nonrecurring rates apply, as set forth in Section 4.1.2.

(2) Monthly Recurring Rates

(a) Rate per line: \$19.99 (I)(b) Rate per feature \$3.00

(3) Usage Rates, per minute of use:

(a) Local Usage \$0.029(b) IntraLATA Usage \$0.045(c) InterLATA Usage \$0.045

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\$20.99 (I)

\$0.039

#### SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

## 4.20 SimplyBusiness II

#### A. Description

SimplyBusiness II Service is available to business customers for lines within the Company's On-Net service area only. SimplyBusiness II includes one or more voice-grade channel s that provide customers with dialtone, access to local and long distance calling, E911, and access to calling features. Local usage is billed on a per call basis at rates set forth in Section 4.20.C below. Long distance calling is billed on a per minute basis at rates set forth in Section 4.20.C below.

#### B. Calling Features

The following custom calling features are available to customers who subscribe to SimplyBusiness Service. A separate charge, set forth in 4.20.C, is assessed for each feature.

Caller ID Number
Caller ID with Name
Call Waiting
Call Fowarding Variable
Remote Access to Call Forwarding
Automatic Callback
3-Way calling
Repeat Dialing
Call Transfer

#### C. Rates and Charges

(3)

(a)

(c)

(1) Nonrecurring rates apply, as set forth in Section 4.1.2.

#### (2) Monthly Recurring Rates

Rate per line:

(b)	Rate per feature	\$ 3.00
Usage 1	Rates	
(a)	Local Usage, per local call	\$0.075
(b)	IntraLATA Usage, per minute	\$0.039

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InterLATA Usage, per minute

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#### 4.21 BusinessTalk

(N)

(N)

#### 4.21.1 General

BusinessTalk is a suite of bundled service plan plans available to small and medium-sized business customers who require a flexible product to meet their needs. Three plan options are available: BusinessTalk Basic, BusinessTalk Value, and BusinessTalk premium. Customers may mix and match any of the three plan options for different lines on the same account. Customers may subscribe to the service under a month-to-month agreement or a one, two, or three-year term agreement. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff apply. Per line nonrecurring charges identified in Section 4.21.5.A will apply for all customers but will be waived with a minimum one-year term agreement.

#### 4.21.2 Availability

The Plan is available to existing and new on-net business customers. Customers who subscribe to the SmarT product described in Section 4.15 may subscribe to a BusinessTalk plan for supplemental lines. Customers who subscribe to other LDMI business bundled services who wish to add a line under a BusinessTalk calling plan must convert all of their existing lines on the account to a BusinessTalk plan.

#### 4.21.3 Restrictions

This service may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling method, or for elevator lines. All other usage limitations set forth in Section 4.1 apply.

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## 4.21 BusinessTalk, (Cont'd.)

(N)

(N)

#### 4.21.4 Services and Features

#### A. BusinessTalk Basic

The BusinessTalk Basic option includes the following services and features:

- Local Access Line
- Local calls priced on a per call basis
- Access to local calling features, priced on a per feature basis
- Choice of three BusinessTalk long distance rate plans, described in Section 5.2.13 of this tariff.

#### B. BusinessTalk Value

The BusinessTalk Value option includes the following services and features:

- Local Access Line
- Unlimited Local Calling
- Access to local calling features, priced on a per feature basis
- Choice of three BusinessTalk long distance rate plans, described in Section 5.2.13 of this tariff.

#### C. BusinessTalk Premium

The BusinessTalk Premium option includes the following services and features:

- Local Access Line
- Unlimited Local Calling
- Unlimited local calling features
- Unlimited domestic direct dialed (1+) long distance service

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#### 4.21 BusinessTalk, (Cont'd.)

(N)

## 4.21.5 Rates and Charges

#### Nonrecurring Charges: A.

Per line nonrecurring charges as set forth in Section 4.1.2 apply for assuming existing service. A nonrecurring conversion charge, as set forth below, will apply to lines that are assumed from another service provider\*. The conversion charge will be waived if the Customer enters into a one-year term agreement.

Nonercurring Conversion Charge:

\$15.00

\*Nonrecurring charges for new line installation will apply, as set forth in Section 4.1.2.

#### Monthly Recurring Charges B.

		BusinessTalk Basic	BusinessTalk Value	BusinessTalk Premium
	First Line Each Add'l Line	\$19.00 \$19.00	\$26.95 \$26.95	\$47.95 \$42.00
C.	Local Usage Charges			

Per Local Call

BusinessTalk	BusinessTalk	BusinessTalk
Basic	Value	Premium
\$0.089	No Charge	No Charge

#### D. Features

	BusinessTalk	BusinessTalk	BusinessTalk
	Basic	Value	Premium
Per Feature	\$2.00	\$2.00	No Charge

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#### **4.22** Voice Over DSL Complete

(N)

#### 4.22.1 General

Voice Over DSL Complete is a bundled service plan that allows business Customers to combine local and long distance calling and related calling features with high-speed internet access. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff apply.

#### 4.22.2 Availability

The Plan is available to existing and new on-net business customers located within 12,000 feet of an end office at which LDMI or an affiliated company is collocated with SBC. Voice Over DSL is available only if the Customer executes a 1-Year, 2-Year, or 3-Year service agreement.

#### 4.22.3 Restrictions

This service may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling method. All other usage limitations set forth in Section 4.1 apply.

#### 4.22.4 Services and Features

Voice Over DSL includes the following services and features:

#### A. Voice Services and Features

- Four (4) Local Lines
- Unlimited Local Calling
- Unlimited Nationwide Long Distance Calling
- Automatic Callback
- Call Forwarding
- Caller ID Name and Number
- Repeat Dialing
- Speed Dial
- Three-Way Calling
- Hunting

(N)

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(N)

(N)

## SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

## 4.22 Voice Over DSL Complete (Cont'd.)

4.22.4 Services and Features (Cont'd.)

- B. Internet Services and Features\*
  - Dedicated (Always-On) Internet Access
  - Minimum of 256 Kbps Bandwidth (Upload/Download Speed)
  - One Static IP Address
  - Ten (10) Email Accounts
  - DSL Customer Premise Equipment

## 4.22.5 Rates and Charges

A. Monthly Recurring Charge

Agreement Term	Monthly Charge
1-Year	\$239.00
2-Year	\$209.00
3-Year	\$179.00

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<sup>\*</sup> These services and features are not subject to regulation by the Public Utilities Commission of Ohio.

#### SECTION 5 B LONG DISTANCE SERVICES

#### 5.1 General

LDMI Telecommunications Service is a communications service which is available for use by the Customer twenty-four (24) hours a day. The Customer may originate calls from locations served by the Company and may terminate in all locations within the state of Ohio.

Dedicated long distance service is offered to the extent that facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer=s trunk-compatible PBX or other suitable equipment to the Company=s POP (or that of its underlying carrier). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

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## 5.2 Combination Outbound/Inbound Long Distance Services

Combination Outbound/Inbound Long Distance Services include "1+" direct dial and 8XX inbound toll-free services available for Customer use 24 hours a day, seven days a week. Intrastate service is sold in conjunction with interstate service.

The rates identified in this tariff are for intrastate Ohio calls only. The rate plans herein may be differentiated by rates applicable in other jurisdictions.

Service is provided via standard business or residential switched access lines, or via dedicated access lines. The Customer is responsible for obtaining suitable access from any certified access provider. All costs incurred in the installation and use of local access lines, switched or dedicated, are the responsibility of the Customer.

Available service plans, including applicable rates, billing increments, and plan qualifications are provided in the following sections.

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#### SECTION 5 B LONG DISTANCE SERVICES, (CONT=D.)

#### 5.2 **Combination Outbound/Inbound Long Distance Services, (Cont=d.)**

#### **Long Distance Service - Option A** 5.2.1

Option A long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to residential and business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

Minimum	Maximum
\$ 0.00	\$25.00
\$0.0200\$0.50	000
\$0.0200\$0.50	000
	\$ 0.00 \$0.0200\$0.50

#### 5.2.2 **Long Distance Service - Option B**

Option B long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to residential and business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

	Minimum	Maximum
Minimum Monthly Volume Commitment: (Total LDMI Billing)	\$ 1.00	\$40.00
Per Minute Usage Charges, Inbound and Outbound:	\$0.0200\$0.500	0

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## 5.2 Combination Outbound/Inbound Long Distance Services, (Cont=d.)

## 5.2.3 Long Distance Service - Option C

Option C long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to residential and business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

	Minimum	Maximum
Minimum Monthly Volume Commitment: (Total LDMI Billing)	\$ 2.00	\$50.00
Per Minute Usage Charges, Inbound and Outbound:		
IntraLATA	\$0.0200\$0.50	00
InterLATA	\$0.0200\$0.50	00

#### 5.2.4 Long Distance Service - Option D

Option D long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to residential and business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

•	Minimum	Maximum
Minimum Monthly Volume Commitment: (Total LDMI Billing)	\$ 3.00	\$60.00
Per Minute Usage Charges, Inbound and Outbound:		
IntraLATA	\$0.0200\$0.500	00
InterLATA	\$0.0200\$0.500	00

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## 5.2 Combination Outbound/Inbound Long Distance Services, (Cont=d.)

## 5.2.5 Long Distance Service - Option E

Option E long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to residential and business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

	Minimum	Maximum
Minimum Monthly Volume Commitment:		
(Total LDMI Billing)	\$ 3.00	\$70.00
<i>C</i> ,		
Per Minute Usage Charges, Inbound and Outbound:		
IntraLATA	\$0.0200\$0.50	00
InterLATA	\$0.0200\$0.50	00

#### **5.2.6** Long Distance Service - Option F

Option F long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to residential and business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

	Minimum	Maximum
Minimum Monthly Volume Commitment: (Total LDMI Billing)	\$ 4.00	\$90.00
Per Minute Usage Charges, Inbound and Outbound:		
IntraLATA	\$0.0200\$0.50	00
InterLATA	\$0.0200\$0.50	00

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# 5.2 Combination Outbound/Inbound Long Distance Services, (Cont=d.)

## 5.2.7 Long Distance Service - Option G

Option G long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to new residential and business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

	Minimum	Maximum
Minimum Monthly Volume Commitment:		
(Total LDMI Billing)	\$ 5.00	\$100.00

Per Minute Usage Charges, Inbound and Outbound: \$0.0200\$0.5000

## **5.2.8** Long Distance Service - Option H

Option H long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to residential and business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

	Minimum	Maximum
Minimum Monthly Volume Commitment: (Total LDMI Billing)	\$ 6.00	\$250.00
Per Minute Usage Charges, Inbound and Outbound:		
IntraLATA	\$0.0200\$0.500	0
InterLATA	\$0.0200\$0.5000	

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## 5.2 Combination Outbound/Inbound Long Distance Services, (Cont=d.)

## **5.2.9** Long Distance Service - Option I

Option I long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to new business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

	Minimum	Maximum
Minimum Monthly Volume Commitment: (Total LDMI Billing)	\$ 7.50	\$400.00
Per Minute Usage Charges, Inbound and Outbound:		
IntraLATA	\$0.0200\$0.500	0
InterLATA	\$0.0200\$0.5000	

#### 5.2.10 Long Distance Service - Option J

Option J long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to residential and business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

	Minimum	Maximum
Minimum Monthly Volume Commitment: (Total LDMI Billing)	\$10.00	\$500.00
Per Minute Usage Charges, Inbound and Outbound:	\$0.0200\$0.50	000

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\$0.0200\$0.5000

#### SECTION 5 B LONG DISTANCE SERVICES, (CONT=D.)

# 5.2 Combination Outbound/Inbound Long Distance Services, (Cont=d.)

Per Minute Usage Charges, Inbound and Outbound:

## 5.2.11 Long Distance Service - Option K

Option K long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Switched Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

	Minimum	Maximum
Minimum Monthly Volume Commitment:		
(Total LDMI Billing)	\$12.00	\$750.00

## 5.2.12 Long Distance Service - Option L

Option L long distance service is a distance and time-of-day insensitive, outbound and inbound toll service available to business customers. Customers are presubscribed to the Company's network or that of its underlying carrier. Calls are placed via Dedicated Access. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

	Minimum	Maximum
Minimum Monthly Volume Commitment: (Total LDMI Billing)	\$20.00	\$1000.00
Per Minute Usage Charges, Inbound and Outbound:		
IntraLATA	\$0.0200\$0.5000	
InterLATA	\$0.0200\$0.5000	

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(T)

## 5.2 Combination Outbound/Inbound Long Distance Services, (Cont=d.)

## 5.2.13 BusinessTalk Long Distance Service

#### A. General

BusinessTalk Long Distance Service is available to business Customers who subscribe to the BusinessTalk Value or BusinessTalk Basic calling plan for local and long distance service. Customers may select from among three long distance calling options, which have varying monthly recurring and per minute usage rates. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

Customers who subscribe to the BusinessTalk Plan in conjunction with an order for SmarT lines are eligible for SmarT long distance rates set forth in Section 7.25.3.

#### B. Rates and Charges

	Monthly	
	Recurring	Per Minute
	Charge	<u>Charge</u>
Option 1	\$0.00	\$0.060
Option 2	\$2.95	\$0.045
Option 3	\$4.95	\$0.039

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By:

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#### 5.3 FoneTel Services - Grandfathered

## **5.3.1** Description of Rates

Switched services are available to business and residential subscribers under the following rate plans. Calls in each rate plan are billed in initial and additional increments with minimum billing increments as specified. No charge is made for uncompleted calls.

## 5.3.2 Basic 1+ Calling Plan

Basic 1+ Calling offers InterLATA/IntraLATA service to residential and business customers, with no monthly service or installation charges. Calls are billed in full minute increments rounded to the next highest full minute of call duration.

Usage Charge: \$0.24/minute

#### 5.3.3 Basic Toll Free Service (800/888)

Basic Toll Free Service is available to customers with a need for toll free service. There are no monthly service or installation charges. Calls are billed in initial minimum call durations of one (1) minute and additional increments of one (1) minute rounded to the next higher minute.

Usage Charge: \$0.24/minute

#### 5.3.4 Calling Card Service

Calling Card Service is available to residential or business customers to provide calling from remote access locations from their presubscribed premises. There are no monthly service or installation charges. Charges are billed in full minute increments rounded to the next highest full minute in call duration. A per call charge applies.

Usage Charge: \$0.25/minute
Per Call Charge: \$0.25/call

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# 5.4 Directory Assistance

Directory Assistance is available to Customers of LDMI. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

	Minimum	Maximum
Per Call Charge (billed to line):	\$0.10	\$2.50
Per Call Charge (billed to travel card)):	\$0.10	\$2.50

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## 5.5 Calling Card Services

LDMI Calling Card Services are offered to Customers of LDMI Outbound or Inbound Long Distance Services or as a stand alone offerings. Services are offered 24 hours a day, seven days a week to all valid terminating locations. Intrastate service is sold in conjunction with interstate service.

Access to LDMI's Calling Card Services is via a toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with area code.

Available service plans, including applicable rates, billing increments, volume discounts, and plan qualifications are provided in the following sections.

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## 5.5 Calling Card Services, (Cont'd.)

# 5.5.1 Calling Card Service - Option 1

LDMI Calling Card Service calls are billed in six (6) second increments, with a minimum call duration of thirty (30) seconds.

Per Minute Charges:

The following rate applies to calls placed between locations in the State of Ohio.

Minimum Maximum

Per Minute Rate: \$0.0500\$0.5000

Per Call Charges:

See Payphone Surcharge described herein.

## 5.5.2 Calling Card Service - Option 2

LDMI Calling Card Service calls are billed in six (6) second increments, with a minimum call duration of thirty (30) seconds. Option 2 service is available to customers committing to total monthly billing in excess of \$25.

Per Minute Charges:

The following rate applies to calls placed between locations in the State of Ohio.

Minimum Maximum

Per Minute Rate: \$0.0300\$0.5000

Per Call Charges:

See Payphone Surcharge described herein.

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## 5.5 Calling Card Services, (Cont'd.)

## 5.5.3 Travel Tone Calling Card Plus Service

Travel Tone Calling Card Plus Service calls are billed in six (6) second increments, with a minimum call duration of thirty (30) seconds. Travel Tone Calling Card Plus Service is available on a stand-alone basis (i.e., not in conjunction with LDMI=s 1+ or 8XX services) for commercial customers only. Travel Tone Calling Card Plus Service offers a number of enhanced services, including speed dialing, account codes, audiotext information services, conference calling, voice mail, and voice activation. Travel Tone Calling Card Plus subscribers may select their own 10-digit card number and 4-digit PIN.

Per Minute Charges:

The following rate applies to calls placed between locations in the State of Ohio.

Minimum Maximum

Per Minute Rate: \$0.0300\$0.5000

Per Call Charges:

Minimum Maximum

Live Operator Intervention, per call: \$0.1500\$2.50

See Payphone Surcharge described herein.

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#### 5.6 In Tone Toll-Free PIN

In Tone Toll-Free PIN offers commercial customers the flexibility of multiple toll-free numbers with the use of a single toll-free number. Using one toll-free number, customers can reach any number of domestic locations. After dialing the toll-free number, calls are directed to various locations by dialing 4-digit PINs. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

Customers may select any combination of 4-digit PINs <u>except</u> 9999, 0000, 4663 (spells HOME), and 9675 (spells WORK). 8XX numbers used in connection with In Tone Toll-Free PIN are not portable to other carriers. In Tone Toll-Free PIN cannot be used in connection with the advanced toll-free features of In Tone Toll-Free Plus, which include Area Code Routing and Blocking, Time of Day Routing, and Percent Call Distribution.

Intrastate service is sold in conjunction with interstate service.

Rate Per Minute: Minimum Maximum
Calls within the State of Ohio \$0.0500\$0.5000

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#### 5.7 Tone Home Toll-Free PIN

Tone Home Toll-Free PIN offers residential customers the flexibility of multiple toll-free numbers with the use of a single toll-free number. Using one toll-free number, customers can reach any number of domestic locations. After dialing the toll-free number, calls are directed to various locations by dialing 4-digit PINs. Calls are billed in six (6) second increments, with a minimum call duration of eighteen (18) seconds.

The 4-digit PINs, in initial blocks of ten, will be assigned to the customer=s desired destination numbers by LDMI. Additional PINs will be processed in blocks of five. The 8XX numbers used in connection with Tone Home Toll-Free PIN are shared with multiple users and are, consequently, not portable to other carriers. Tone Home Toll-Free PIN cannot be used in connection with the advanced toll-free features of In Tone Toll-Free Plus, which include Area Code Routing and Blocking, Time of Day Routing, and Percent Call Distribution.

Intrastate service is sold in conjunction with interstate service.

Rate Per Minute:

**Minimum Maximum** \$0.0500\$0.6000

Calls within the State of Ohio

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# **5.8** Public Telephone Surcharge

In order to recover the Company=s expenses to comply with the FCC=s pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariff usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the A#@ symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

	Minimum	Maximum
Surcharge, Per Call	\$0.05	\$0.50

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#### **SECTION 6 - SPECIAL ARRANGEMENTS**

# **6.1** Special Construction

#### 6.1.1 General

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

- **A.** where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- **B.** of a type other than that which the Company would normally utilize in the furnishing of its services; or
- **C.** over a route other than that which the Company would normally utilize in the furnishing of its services; or
- **D.** in a quantity greater than that which the Company would normally construct;
- **E.** on an expedited basis; or
- **F.** on a temporary basis until permanent facilities are available;
- **G.** involving abnormal costs; or
- **H.** in advance of its normal construction; or
- **I.** when the Company furnishes a facility or service for which a rate or charge is not specified in this Company=s tariffs.

#### **6.1.2** Customer Acceptance

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

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# 6.1 Special Construction, (Cont=d.)

# **6.1.3** Cost Computation

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

- **A.** The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  - a) equipment and materials provided or used;
  - b) engineering, labor and supervision;
  - c) transportation;
  - d) rights of way; and
  - e) shipping and delivery.
- **B.** cost of maintenance;
- **C.** depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- **D.** administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- **E.** license preparation, processing and related fees;
- **F.** tariff preparation, processing and related fees;
- **G.** any other identifiable costs related to the facilities provided; or
- **H.** an amount for return and contingencies.

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# 6.1 Special Construction, (Cont=d.)

# **6.1.4** Termination Liability

To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost(s) if the Customer disconnects a specially-constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

- **A.** The termination liability period is the estimated service life of the facilities provided.
- **B.** The amount of the maximum termination liability is equal to the estimated amounts for:
  - a) Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:
    - 1) equipment and materials provided or used;
    - 2) engineering, labor and supervision;
    - 3) transportation;
    - 4) rights of way; and
    - 5) shipping and delivery.
  - **b)** license preparation, processing and related fees;
  - c) tariff preparation, processing and related fees;
  - d) cost of removal and restoration, where appropriate; and
  - e) any other identified costs related to the specially constructed or rearranged facilities.

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## **6.1** Special Construction, (Cont=d.)

## **6.1.4** Termination Liability, (Cont=d.)

C. <u>Calculating Termination Charges</u> B Termination charges shall be computed in accordance with tariff regulations in Section 6.1.4.A and 6.1.4.B or contractual agreements in effect. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

#### 6.2 Non-routine Installation and/or Maintenance

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

#### 6.3 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. All such rates will be submitted to the Commission for approval.

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# 6.4 LDMI Liberate Program

LDMI offers assistance to new LDMI customers to help defray a portion of the penalties incurred by certain new customers in switching from other local and long distance telecommunications services. Assistance is provided in the form of a credit applied to the customer's LDMI invoice.

In order to qualify for this credit the customer must meet the following criteria:

 Customer must sign a two or three year term agreement with LDMI and the LDMI Liberate Program Agreement. The LDMI Liberate Program requires and specifies a make up to minimum monthly commitment and includes any credits issued under the program as part of the termination penalty.

The amount of credit is determine by the following:

- Up to three (3) months credit with an LDMI three (3) year term agreement.
- Up to two (2) months credit with an LDMI two (2) year term agreement.
- Maximum credit amount cannot exceed the penalty assessed by the previous provider. A
  copy of the penalty invoice must be received prior to LDMI issuing the credit to the
  Customer.
- The credit will be applied over three (3) months with a three (3) year commitment or two (2) months with a two (2) year commitment.

The monthly credit is based on the estimated billing as determined by LDMI based on information provided by the Customer. For purposes of the credit, monthly billing includes:

- All local monthly recurring charges, except Directory Listings, LNP, 911, USF (Local line, features, federal and state EUCL are included)
- All Standard Local Usage Charges
- All Long Distance Usage Charges outbound and toll free
- All Data Monthly Recurring Charges, for example DSL, Integrated T1, MIS, etc.
- All T1 Access Charges
- If the Customer's actual billing is significantly less than the estimated based on information provided by the Customer, then LDMI reserves the right to recalculate the credit amount.

\*Non-recurring charges are not included in the definition of monthly billing.

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## **SECTION 7 - CURRENT PRICE LIST**

## 7.1 Basic Network Switched Service

## 7.1.1 Nonrecurring Charges

**A.** Service Order, Change, and Connection Charges -- Ohio Bell Areas

(1) Tier 1 Services		(T)
Residential		
Service Order per account	\$17.65	
Central Office Connection per line	\$ 8.25	
Line Connection per line	\$10.60	
Change in service		
Simple per account	\$ 9.30	
Complex per account	\$28.85	
Add or change line features per line	\$ 6.00	
Business		
Service Order		
Simple per account	\$25.50	
Complex per account	\$15.85	
Central Office Connection		
Simple per line	\$13.00	
Complex per line	\$17.00	
Line Connection		
Simple per line	\$21.38	
Complex per line	\$17.38	
Change in service		
Simple per account	\$9.30	
Complex per account	\$35.00	
Add or change line features per line	\$7.40	

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#### **SECTION 7 - CURRENT PRICE LIST**

# 7.1 Basic Network Switched Service

# 7.1.1 Nonrecurring Charges

- **A.** Service Order, Change, and Connection Charges -- Ohio Bell Areas
  - (2) Tier 2 (Bundled) Services

Residential		(N)
Line Installation/Move/Add, per line	\$55.00 (I)	
Line Change Charge, per line	\$25.00 (I)	ĺ
Add or Change Feature, per line	\$25.00 (I)	j
-		
Business		
Line Installation/Move/Add		
Simple (DS0), per line		
1st Line	\$ 55.00 (R)	
Each add'l line	\$ 55.00 (I)	
SDSL, per line	\$120.00 (I)	
Complex (DS1)	\$350.00 (I)	
Line Change Charge		
Simple, per line	\$ 25.00 (I)	
Complex, per line	\$ 50.00 (I)	ĺ
Add or Change Feature, per line	\$ 25.00 (I)	İ
		(N)

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# 7.1 Basic Network Switched Service, (Cont'd.)

#### 7.1.1 Nonrecurring Charges, (Cont'd.)

#### **B.** Other Nonrecurring Charges

#### 1. Service Restoral

Per Occurrence: Ohio Bell Areas

#### (a) Tier 1 Services

Residential:

Simple \$32.30 Complex \$26.55

**Business:** 

Simple \$50.00 Complex \$50.00

## (b) Tier 2 (Bundled) Services

Residential, per account \$50.00

Business, per line \$50.00

## 2. Presubscription-2\_(PIC)

Per PIC Change, per line:

Manual Process \$5.00 (T)

(T)

Electronic Process \$1.25 (R)

## 3. Directory Listing Change Fee

Per Account \$25.50

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(N)

(N)

# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

- 7.1 Basic Network Switched Service, (Cont'd.)
  - 7.1.1 Nonrecurring Charges, (Cont'd.)
    - **B.** Other Nonrecurring Charges (Cont'd.)
      - 4. Maintenance of Service Premise Visit
         First 60 Minutes or fraction thereof \$120.00
         Each additional 15 minutes or fraction thereof \$30.00

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# 7.1 Basic Network Switched Service, (Cont'd.)

#### 7.1.2 Off-Net Basic Business Line

A. Non-Recurring

See Section 7.1.1

**B.** Monthly Recurring Rate per Line

\$52.00 (I)

C. Local Usage Charge per Message

\$0.0825

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# 7.1 Basic Network Switched Service, (Cont'd.)

\$0.0825

# 7.1.3 Basic Business Line Enhanced A. Non-Recurring See Section 7.1.1 B. Monthly Recurring Rate per Line \$50.00 C. Local Usage Charge per Message

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# **7.2** Optional Calling Features

# **Residential Monthly Recurring Charges:**

**Custom Calling Features** 

Call Waiting	\$ 5.00	
Call Forwarding, Variable	\$ 4.00	
Three Way Calling	\$ 4.00	
Privacy Manager	\$ 3.75	
Anonymous Call Rejection	\$ 2.85	
Busy Line Transfer	\$ 0.60	
Alternate Answering	\$ 0.60	
Customer Control Option	\$ 0.95	
Easy Call	\$ 1.45	
Multi-Ring		
Per number (Up to 2 add=1 #=s)	\$ 4.00	
Second Number	\$ 3.95	
Remote Call Forwarding		
Per initial feature	\$16.25	
Per add=l feature	\$16.25	
Advanced Custom Calling Features		
Call Return (Automatic Callback)	\$ 3.80	
Repeat Dialing	\$ 4.00	
Call Screening	\$ 4.00	
Caller ID	\$ 7.00	
Caller ID with Name	\$ 2.50	
Call Trace, per successful trace	\$ 5.00	(I)
Per Line Number Blocking	\$ 0.95	

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Hamtramck, Michigan 48211

# 7.2 Optional Calling Features, (Cont'd.)

# **Business Monthly Recurring Charges:**

G 11 XX 1.1	<b>* 5</b> 00	(T)
Call Waiting	\$ 7.00	(I)
Call Forwarding, Variable	\$ 6.25	(I)
Three Way Calling	\$ 6.25	(I)
Busy Line Transfer	\$ 0.60	
Alternate Answering	\$ 0.60	
Customer Control Option	\$ 0.95	
Easy Call	\$ 1.45	
Multi-Ring		
Per number (Up to 2 add=1 #=s)	\$ 5.50	(I)
Second Number	\$ 5.50	(I)
Remote Call Forwarding		
Per initial feature	\$16.25	
Per add=l feature	\$16.25	
Advanced Custom Calling Features		
Call Return (Automatic Callback)	\$ 5.25	(I)
Repeat Dialing	\$ 5.50	(I)
Call Screening	\$ 5.50	(I)
Caller ID	\$ 8.00	(I)
Caller ID with Name	\$ 2.50	
Call Trace, per successful trace	\$ 5.00	
Per Line Number Blocking	\$ 2.00	(I)
_		

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# 7.3 Direct Inward Dial (DID) Service

Charges are in addition to Local Trunk services as described within this tariff.

Nonrecurring Charges:

**DID Trunk Termination** 

(per Trunk configured) \$160.00

DID Number Charge

First 20 numbers \$170.00

Additional blocks of 20 Monthly Recurring Charges:

**DID Trunk Termination** 

(per Trunk configured) \$ 18.50

DID Number Charge

Blocks of 20 numbers \$ 3.15

Individual numbers \$ 0.25

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Tariff P.U.C.O. No. 5 Second Revised Sheet No. 169 Cancels Original First Revised Sheet No. 169

# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

# 7.4 Local Operator Services

Per Call Charges:

Person-to-Person	\$3.00
Station-to-Station	
Billed to Calling Card - Automated	\$0.50
Billed to Calling Card - Operator Assisted	\$1.25
Collect	\$1.10
Third Party Billed	\$1.50

#### 7.5 Busy Line Verify and Line Interrupt Service

Busy Line Verify Service (each request)

 1.20 1.00
1.30

# 7.6 Directory Assistance

Per call to Directory Assistance:	\$1.25	(I)
Directory Assistance Call Completion	\$0.75	(N)

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By: Jerry Finefrock, Vice President, Regulatory Affairs

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Case No.: OHL0512

Tariff P.U.C.O. No. 5 Third Revised Sheet No. 170 Cancels Second Revised Sheet No. 170

# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

# 7.8 Directory Listings

Rates for Additional Listings

Additional Listing Charge (Business) \$2.99 Additional Listing Charge (Residential) \$2.99

Non-Published Service

Non-published service charge, per month: \$4.00 (I)

Non-Listed Service

Non-listed service charge, per month: \$2.95 (I)

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OHL0602

# 7.9 Combination Outbound/Inbound Long Distance Services

# 7.9.1 Long Distance Service - Option A

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$ 0.00

Per Minute Usage Charges, Inbound and Outbound:

IntraLATA \$0.1300 InterLATA \$0.1300

(Some items previously on this page on now grandfathered services on Sheet 199)

(M)

(M)

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# 7.9 Combination Outbound/Inbound Long Distance Services, (Cont'd.)



(Items previously on this page on now grandfathered services on Sheet 200)

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# 7.9 Combination Outbound/Inbound Long Distance Services, (Cont'd.)



(Items previously on this page on now grandfathered services on Sheet 201)

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## 7.9 Combination Outbound/Inbound Long Distance Services, (Cont'd.)

#### **7.9.13** Long Distance Service - Option M

Per Minute Usage Charges, Inbound and Outbound: \$0.0550

This Plan is only offered to new commercial customers who sign up for LDMI=s local and long distance service. This plan is applicable only to Ohio service numbers on which LDMI is the local service provider.

This Plan requires a one year term contract for both local and long distance service.

Billing Increments are as follows:

Type of Usage	Call Rounding	Call Minimum
Intrastate Outbound/Inbound	6 seconds	18 seconds

#### 7.9.14 Long Distance Service - Option N

Per Minute Usage Charges, Inbound and Outbound: \$0.0625

This Plan is only offered to new commercial customers who sign up for LDMI=s local and Herlong ds tance service. This plan is applicable only to Ohio service numbers on which LDMI is the local service provider.

This Plan requires a one year term contract for both local and long distance service.

Billing Increments are as follows:

Type of Usage	Call Rounding	Call Minimum
Intrastate Outbound/Inbound	6 seconds	18 seconds

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#### 7.9 Combination Outbound/Inbound Long Distance Services, (Cont'd.)

#### 7.9.15 Long Distance Service - Option O

Per Minute Usage Charges, Inbound and Outbound: \$0.0499

This Plan is only offered to new commercial customers who sign up for LDMI=s local and Herlong ds tance service. This plan is applicable only to Ohio service numbers on which LDMI is the local service provider.

This Plan requires a one year term contract for both local and long distance service.

Long Distance Service - Option O is offered in conjunction with various interstate long distance plans and is not offered on a stand-alone basis.

Billing Increments are as follows:

Type of Usage	Call Rounding	Call Minimum
Intrastate Outbound/Inbound	6 seconds	18 seconds

## 7.9.15 Long Distance Service - Option P

Per Minute Usage Charges, Inbound and Outbound: \$0.0450

This Plan is only offered to new commercial customers who sign up for LDMI=s local and Herlong ds tance service. This plan is applicable only to Ohio service numbers on which LDMI is the local service provider.

This Plan requires a one year term contract for both local and long distance service.

Long Distance Service - Option P is offered in conjunction with various interstate long distance plans and is not offered on a stand-alone basis.

Billing Increments are as follows:

Type of Usage	Call Rounding	Call Minimum
Intrastate Outbound/Inbound	6 seconds	18 seconds

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By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

Case No.:

(N)

(N)

#### 7.10 FoneTel Services - Grandfathered

7.10.1 Basic 1+ Calling Plan

Usage Charge: \$0.24/minute

**7.10.2** Basic Toll Free Service (800/888)

Usage Charge: \$0.24/minute

7.10.3 Calling Card Service

Usage Charge: \$0.25/minute
Per Call Charge: \$0.25/call

7.11 Directory Assistance

Per Call Charge (billed to line): \$0.95 Per Call Charge (billed to travel card): \$0.95

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## 7.12 Calling Card Services

Calling Card Services are offered in conjunction with various interstate long distance plans and are not offered on a stand-alone basis.

#### 7.12.1 Calling Card Service - Option 1

Per Minute Charges:

The following rate applies to calls placed between locations in the State of Ohio.

Per Minute Rate: \$0.2500

Per Call Charges:

See Payphone Surcharge described herein.

#### 7.12.2 Calling Card Service - Option 2

Per Minute Charges:

The following rate applies to calls placed between locations in the State of Ohio.

Per Minute Rate: \$0.2000

Per Call Charges:

See Payphone Surcharge described herein.

#### 7.12.3 Calling Card Service - Option 3

Per Minute Charges:

The following rate applies to calls placed between locations in the State of Ohio.

Per Minute Rate: \$0.1200

Per Call Charges:

See Payphone Surcharge described herein.

(Items previously on this page are now on Sheet 176.1)

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## 7.12 Calling Card Services

Travel Tone Calling Card Plus Services are offered in conjunction with various interstate long distance plans and are not offered on a stand-alone basis.

(T)(M)

#### 7.12.4 Travel Tone Calling Card Plus Service - Option 1

Per Minute Charges:

The following rate applies to calls placed between locations in the State of Ohio.

Per Minute Rate: \$0.2000

Per Call Charges: (M)

Live Operator Intervention, per call: \$0.7500

See Payphone Surcharge described herein.

# 7.12.5 Travel Tone Calling Card Plus Service - Option 2

(N)

(N)

Per Minute Charges:

The following rate applies to calls placed between locations in the State of Ohio.

Per Minute Rate: \$0.1400

Per Call Charges:

Live Operator Intervention, per call: \$0.7500

See Payphone Surcharge described herein.

(Items currently on this page were previously on Sheet 176)

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Tariff P.U.C.O. No. 5 First Revised Sheet No. 177 Cancels Original Sheet No. 177

# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

7.13 In Tone Toll-Free PIN

Rate Per Minute:

Calls within the State of Ohio:

\$0.15

7.14 Tone Home Toll-Free PIN

Rate Per Minute: Calls within the State of Ohio: \$0.20

7.15 Public Telephone Surcharge

Surcharge, Per Call: \$0.30

7.16 Returned Check Fee

Charge: \$25.00

7.17 Duplicate Bill Request

(N)

Duplicate Bill Charge, per Bill \$25.00

(N)

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Case No.: 06-\_\_\_-TP-SLF



(Items previously on this page are now located on Sheets 204 and 205.)

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By: Jerry Finefrock, Senior Director, Regulatory Affairs

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# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

7.19	Billed	<b>Monthly</b>	Minimum	Charge
------	--------	----------------	---------	--------

Per Month Minimum Charge: \$4.00

#### 7.20 Long Distance Account Change Charge

Per Occurrence Charge: \$5.00

#### 7.21 ISDN Prime

#### 7.2.1 Installation Charges

Installation Charge *	\$1,500
Optional Features:	
Back-up D Channel	\$200

<sup>\*</sup> Installation Charge may be discounted or waived with a 2, 3 or 5-year contract.

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# 7.21 ISDN Prime, (Cont'd.)

# 7.21.2 Monthly Recurring Charges

ISDN Prime Circuit:		
1 Year Contract (Base Rate)	\$470 per prime	(I)
	• •	(D)
3 Year Contract	\$331 per prime	(I)
5 Year Contract	\$265 per prime	(N)
		(T)
Local Loop		(I)
1 Year Contract (Base Rate)	\$150 per prime	(I) (N)
3 Year Contract	\$138 per prime	(N)
5 Year Contract	\$130 per prime	(14)
Optional Features:		
Back-up D Channel	\$86	
		(D)
DID Numbers	\$0.05 per DID number	

# **Local Call Charge**

Business Service - 1 Year Contract	\$0.0750 per call	(T)
Business Service - 3 or 5 Year Contract	\$0.0450 per call	(T)

Issued: May 13, 2003 Effective: May 13, 2003

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# 7.22 [Reserved for Future Use]

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(M)

(Items previously on this page are now located on Sheet 202)

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By: Jerry Finefrock, Senior Director, Regulatory Affairs

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7.22	[Reserved for Future Use]	(M)
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		l I
	(Items previously on this page are now located on Sheet 203)	 
		(M)

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# **7.23** Secure Dial 800 Service Rates

Monthly Recurring Charges:

800 Dial Usage Fee	\$5.00 per hour or ICB depending upon volume
Secure Private Dial Gateway	
1 to 50 users	\$200 per month
51 to 75 users	\$300 per month
76+ users	\$875 per month
Connectivity Component (MIS, IAS	ICB
or Point-to-Point Private Line)	

NonRecurring Charges:

<u> </u>	
Setup Fee	\$300 per corporate account

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## 7.24 SDSL Business Advantage Rates

## 7.24.1 Monthly Recurring Charges

The Monthly Recurring Charges (MRC) includes up to 1050 standard local calls per account. Calls above the monthly 1050 per account are billed at \$0.045 per local call.

The Customer may select LDMI as their long distance service provider. The Monthly Recurring Charge includes up to 1050 intraLATA minutes per account as part of the standard package.

Monthly Recurring Charges:

1 Year TermSDSL Connection Speed								
416 Kbps   784 Kbps   1.0 Mbps   1.5 Mbps								
	\$114.95	\$124.28	\$119.52	\$134.55				
Service with Modem								
Service with Router	<b>Service with Router</b> \$125.95 \$134.68 \$129.12 \$143.55							

2 Year TermSDSL Connection Speed								
416 Kbps   784 Kbps   1.0 Mbps   1.5 Mbps								
	\$112.20	\$121.68	\$117.12	\$132.30				
Service with Modem								
Service with Router	<b>Service with Router</b> \$123.20 \$132.08 \$126.72 \$141.30							

3 Year TermSDSL Connection Speed								
416 Kbps   784 Kbps   1.0 Mbps   1.5 Mbps								
	\$103.95	\$113.88	\$109.92	\$125.55				
Service with Modem								
Service with Router	<b>Service with Router</b> \$114.95 \$124.28 \$124.32 \$134.55							

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Hamtramck, Michigan 48211

## 7.24 SDSL Business Advantage Rates, (cont'd.)

#### 7.24.2 Per Local Call Overage Rate:

Per Local Call Rate: \$0.045

#### 7.24.3 Per Minute Long Distance Overage Rate:

The Monthly Recurring Charge listed above include up to 500 1+ interLATA minutes per account. All long distance minutes over the monthly allowance per account will be billed at the following rates:

Per Minute Rate: \$0.0499

Long Distance Calls are billed in six (6) second increments after an initial eighteen (18) second increment. Inbound intraLATA is billed at the same per minute rate; however, 800 service is not included in the 500 minutes allotment.

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## **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

#### 7.25 SmarT Rates

#### 7.25.1 Regulated Monthly Recurring Charges

The rates below are for the regulated portion of the SmarT service package. The Monthly Recurring Charges (MRC) includes up to 5,500 standard local calls. Local calls above the monthly allowance of 5,500 are billed at \$0.045 per local call.

The Customer may select LDMI as their long distance service provider. The Monthly Recurring Charge includes up to 5,500 presubscribed intraLATA minutes as part of the standard package.

## A. Exchanges 320 and 324 - Zone 1 – SmarT Package I

	1 Year TermInternet Speed					
	320	512	768	1024		
4 Lines	\$ 200	\$ 155	\$ 126	\$ 112		
5 Lines	\$ 239	\$ 188	\$ 155	\$ 142		
6 Lines	\$ 272	\$ 219	\$ 186	\$ 168		
7 Lines	\$ 301	\$ 254	\$ 217	\$ 193		
8 Lines	\$ 334	\$ 288	\$ 248	\$ 223		
9 Lines	\$ 389	\$ 341	\$ 296	\$ 291		
10 Lines	\$ 425	\$ 371	\$ 324	\$ 335		
11 Lines	\$ 451	\$ 396	\$ 359	\$ 380		
12 Lines	\$ 480	\$ 427	\$ 388	\$ 428		
13 Lines	\$ 498	\$ 461	\$ 417	\$ 476		
14 Lines	\$ 532	\$ 493	\$ 447	\$ 526		
15 Lines	\$ 552	\$ 518	\$ 475	\$ 586		
16 Lines	\$ 574	\$ 553	\$ 500	\$ 642		
17 Lines	\$ 643	\$ 613	\$ 569	\$ 690		
18 Lines	\$ 691	\$ 654	\$ 615	\$ 774		
19 Lines	\$ 729	\$ 684	\$ 644	\$ 797		
20 Lines	\$ 768	\$ 715	\$ 686	\$ 822		
21 Lines	\$ 802	\$ 747	\$ 718	\$ 847		
22 Lines	\$ 826	\$ 781	\$ 751	\$ 872		
23 Lines	\$ 863	\$ 808	\$ 779	\$ 890		
24 Lines	\$ 900	\$ 836	\$ 807	\$ 903		

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# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

#### 7.25 SmarT Rates

# 7.25.1 Monthly Recurring Charges, (cont'd.)

# A. Exchanges 320 and 324 - Zone 1 - SmarT Package I, (cont'd.)

2 Year TermInternet Speed					
	320	512	768	1024	
4 Lines	\$ 191	\$ 148	\$ 119	\$ 106	
5 Lines	\$ 228	\$ 179	\$ 147	\$ 135	
6 Lines	\$ 260	\$ 209	\$ 177	\$ 160	
7 Lines	\$ 288	\$ 241	\$ 206	\$ 183	
8 Lines	\$ 319	\$ 273	\$ 235	\$ 212	
9 Lines	\$ 373	\$ 323	\$ 281	\$ 276	
10 Lines	\$ 408	\$ 353	\$ 307	\$ 318	
11 Lines	\$ 433	\$ 375	\$ 340	\$ 361	
12 Lines	\$ 462	\$ 406	\$ 368	\$ 406	
13 Lines	\$ 480	\$ 436	\$ 395	\$ 451	
14 Lines	\$ 513	\$ 468	\$ 423	\$ 499	
15 Lines	\$ 533	\$ 491	\$ 451	\$ 556	
16 Lines	\$ 555	\$ 525	\$ 474	\$ 609	
17 Lines	\$ 628	\$ 598	\$ 555	\$ 672	
18 Lines	\$ 656	\$ 621	\$ 583	\$ 734	
19 Lines	\$ 691	\$ 649	\$ 611	\$ 757	
20 Lines	\$ 729	\$ 679	\$ 651	\$ 780	
21 Lines	\$ 761	\$ 709	\$ 682	\$ 804	
22 Lines	\$ 784	\$ 741	\$ 713	\$ 828	
23 Lines	\$ 818	\$ 767	\$ 739	\$ 845	
24 Lines	\$ 854	\$ 793	\$ 766	\$ 857	

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# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

#### 7.25 SmarT Rates

# 7.25.1 Monthly Recurring Charges, (cont'd.)

# A. Exchanges 320 and 324 - Zone 1 - SmarT Package I, (cont'd.)

3 Year TermInternet Speed					
	320	0 512 768		1024	
4 Lines	\$ 181	\$ 140	\$ 113	\$ 101	
5 Lines	\$ 216	\$ 169	\$ 139	\$ 128	
6 Lines	\$ 246	\$ 197	\$ 168	\$ 151	
7 Lines	\$ 273	\$ 228	\$ 195	\$ 174	
8 Lines	\$ 302	\$ 259	\$ 223	\$ 201	
9 Lines	\$ 354	\$ 306	\$ 266	\$ 262	
10 Lines	\$ 387	\$ 334	\$ 291	\$ 301	
11 Lines	\$ 411	\$ 356	\$ 323	\$ 342	
12 Lines	\$ 438	\$ 385	\$ 349	\$ 385	
13 Lines	\$ 455	\$ 414	\$ 375	\$ 428	
14 Lines	\$ 486	\$ 444	\$ 402	\$ 473	
15 Lines	\$ 506	\$ 466	\$ 428	\$ 527	
16 Lines	\$ 526	\$ 498	\$ 450	\$ 578	
17 Lines	\$ 595	\$ 567	\$ 526	\$ 638	
18 Lines	\$ 622	\$ 589	\$ 553	\$ 697	
19 Lines	\$ 656	\$ 616	\$ 580	\$ 719	
20 Lines	\$ 691	\$ 644	\$ 617	\$ 740	
21 Lines	\$ 722	\$ 673	\$ 646	\$ 763	
22 Lines	\$ 744	\$ 703	\$ 677	\$ 786	
23 Lines	\$ 777	\$ 727	\$ 702	\$ 803	
24 Lines	\$ 810	\$ 752	\$ 726	\$ 813	

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# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

#### 7.25 SmarT Rates

# 7.25.1 Monthly Recurring Charges, (cont'd.)

# B. Exchange 320 - Zone 2 - SmarT Package I

1 Year TermInternet Speed				
	320	512	768	1024
4 Lines	\$ -	\$ -	\$ -	\$ -
5 Lines	\$ 364	\$ -	\$ -	\$ -
6 Lines	\$ 409	\$ -	\$ -	\$ -
7 Lines	\$ 446	\$ -	\$ -	\$ -
8 Lines	\$ 489	\$ 413	\$ -	\$ -
9 Lines	\$ 549	\$ 473	\$ -	\$ -
10 Lines	\$ 593	\$ 511	\$ -	\$ -
11 Lines	\$ 623	\$ 541	\$ -	\$ -
12 Lines	\$ 657	\$ 577	\$ 513	\$ 553
13 Lines	\$ 678	\$ 616	\$ 547	\$ 611
14 Lines	\$ 717	\$ 653	\$ 582	\$ 671
15 Lines	\$ 740	\$ 681	\$ 615	\$ 743
16 Lines	\$ 764	\$ 721	\$ 642	\$ 809
17 Lines	\$ 835	\$ 783	\$ 717	\$ 868
18 Lines	\$ 886	\$ 827	\$ 765	\$ 962
19 Lines	\$ 927	\$ 859	\$ 797	\$ 985
20 Lines	\$ 968	\$ 892	\$ 844	\$ 1,010
21 Lines	\$ 1,004	\$ 927	\$ 878	\$ 1,034
22 Lines	\$ 1,029	\$ 964	\$ 914	\$ 1,060
23 Lines	\$ 1,068	\$ 993	\$ 944	\$ 1,078
24 Lines	\$ 1,107	\$ 1,023	\$ 974	\$ 1,091

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# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

#### 7.25 SmarT Rates

# 7.25.1 Monthly Recurring Charges, (cont'd.)

# B. Exchange 320 - Zone 2 - SmarT Package I, (cont'd.)

2 Year TermInternet Speed				
	320	512	768	1024
4 Lines	\$ -	\$ -	\$ -	\$ -
5 Lines	\$ 327	\$ -	\$ -	\$ -
6 Lines	\$ 368	\$ -	\$ -	\$ -
7 Lines	\$ 402	\$ -	\$ -	\$ -
8 Lines	\$ 441	\$ 372	\$ -	\$ -
9 Lines	\$ 499	\$ 428	\$ -	\$ -
10 Lines	\$ 540	\$ 463	\$ -	\$ -
11 Lines	\$ 569	\$ 490	\$ -	\$ -
12 Lines	\$ 602	\$ 524	\$ 467	\$ 504
13 Lines	\$ 622	\$ 559	\$ 498	\$ 558
14 Lines	\$ 659	\$ 595	\$ 530	\$ 613
15 Lines	\$ 681	\$ 619	\$ 561	\$ 680
16 Lines	\$ 705	\$ 657	\$ 587	\$ 741
17 Lines	\$ 779	\$ 732	\$ 671	\$ 812
18 Lines	\$ 810	\$ 757	\$ 701	\$ 882
19 Lines	\$ 847	\$ 787	\$ 731	\$ 905
20 Lines	\$ 886	\$ 819	\$ 775	\$ 928
21 Lines	\$ 920	\$ 851	\$ 808	\$ 952
22 Lines	\$ 944	\$ 885	\$ 842	\$ 977
23 Lines	\$ 980	\$ 912	\$ 869	\$ 993
24 Lines	\$ 1,018	\$ 941	\$ 898	\$ 1,005

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# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

#### 7.25 SmarT Rates

# 7.25.1 Monthly Recurring Charges, (cont'd.)

# B. Exchange 320 - Zone 2 - SmarT Package I, (cont'd.)

3 Year TermInternet Speed				
	320	512	768	1024
4 Lines	\$ -	\$ -	\$ -	\$ -
5 Lines	\$ 330	\$ -	\$ -	\$ -
6 Lines	\$ 371	\$ -	\$ -	\$ -
7 Lines	\$ 405	\$ -	\$ -	\$ -
8 Lines	\$ 443	\$ 373	\$ -	\$ -
9 Lines	\$ 500	\$ 428	\$ -	\$ -
10 Lines	\$ 540	\$ 462	\$ -	\$ -
11 Lines	\$ 568	\$ 488	\$ -	\$ -
12 Lines	\$ 600	\$ 521	\$ 463	\$ 499
13 Lines	\$ 619	\$ 556	\$ 493	\$ 551
14 Lines	\$ 655	\$ 590	\$ 525	\$ 606
15 Lines	\$ 677	\$ 614	\$ 556	\$ 671
16 Lines	\$ 699	\$ 651	\$ 580	\$ 730
17 Lines	\$ 771	\$ 722	\$ 660	\$ 799
18 Lines	\$ 800	\$ 746	\$ 691	\$ 869
19 Lines	\$ 836	\$ 776	\$ 719	\$ 890
20 Lines	\$ 874	\$ 806	\$ 761	\$ 911
21 Lines	\$ 906	\$ 837	\$ 792	\$ 934
22 Lines	\$ 929	\$ 870	\$ 825	\$ 957
23 Lines	\$ 964	\$ 896	\$ 852	\$ 974
24 Lines	\$ 999	\$ 923	\$ 879	\$ 984

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# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

# 7.25 SmarT Rates

# 7.25.1 Monthly Recurring Charges, (cont'd.)

# C. Exchange 324 - Zone 2 - SmarT Package I

1 Year TermInternet Speed				
	320	512	768	1024
4 Lines	\$ -	\$ -	\$ -	\$ -
5 Lines	\$ 389	\$ -	\$ -	\$ -
6 Lines	\$ 437	\$ -	\$ -	\$ -
7 Lines	\$ 475	\$ -	\$ -	\$ -
8 Lines	\$ 520	\$ 438	\$ -	\$ -
9 Lines	\$ 581	\$ 500	\$ -	\$ -
10 Lines	\$ 626	\$ 539	\$ -	\$ -
11 Lines	\$ 658	\$ 570	\$ -	\$ -
12 Lines	\$ 693	\$ 607	\$ 538	\$ 578
13 Lines	\$ 714	\$ 647	\$ 573	\$ 638
14 Lines	\$ 754	\$ 685	\$ 609	\$ 700
15 Lines	\$ 777	\$ 713	\$ 643	\$ 775
16 Lines	\$ 802	\$ 754	\$ 671	\$ 843
17 Lines	\$ 874	\$ 817	\$ 746	\$ 903
18 Lines	\$ 925	\$ 861	\$ 795	\$ 999
19 Lines	\$ 966	\$ 894	\$ 827	\$ 1,022
20 Lines	\$ 1,008	\$ 928	\$ 875	\$ 1,047
21 Lines	\$ 1,045	\$ 963	\$ 910	\$ 1,072
22 Lines	\$ 1,069	\$ 1,000	\$ 946	\$ 1,097
23 Lines	\$ 1,109	\$ 1,030	\$ 977	\$ 1,115
24 Lines	\$ 1,149	\$ 1,061	\$ 1,008	\$ 1,129

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#### 7.25 SmarT Rates

# 7.25.1 Monthly Recurring Charges, (cont'd.)

# C. Exchange 324 - Zone 2 - SmarT Package I, (cont'd.)

2 Year TermInternet Speed				
	320	512	768	1024
4 Lines	\$ -	\$ -	\$ -	\$ -
5 Lines	\$ 351	\$ -	\$ -	\$ -
6 Lines	\$ 394	\$ -	\$ -	\$ -
7 Lines	\$ 430	\$ -	\$ -	\$ -
8 Lines	\$ 470	\$ 396	\$ -	\$ -
9 Lines	\$ 530	\$ 453	\$ -	\$ -
10 Lines	\$ 572	\$ 489	\$ -	\$ -
11 Lines	\$ 602	\$ 517	\$ -	\$ -
12 Lines	\$ 636	\$ 552	\$ 490	\$ 528
13 Lines	\$ 656	\$ 588	\$ 523	\$ 584
14 Lines	\$ 694	\$ 625	\$ 556	\$ 641
15 Lines	\$ 716	\$ 651	\$ 588	\$ 710
16 Lines	\$ 740	\$ 689	\$ 614	\$ 773
17 Lines	\$ 816	\$ 764	\$ 699	\$ 846
18 Lines	\$ 846	\$ 789	\$ 730	\$ 918
19 Lines	\$ 885	\$ 820	\$ 761	\$ 940
20 Lines	\$ 925	\$ 852	\$ 805	\$ 963
21 Lines	\$ 959	\$ 886	\$ 838	\$ 987
22 Lines	\$ 983	\$ 920	\$ 872	\$ 1,012
23 Lines	\$ 1,019	\$ 948	\$ 900	\$ 1,028
24 Lines	\$ 1,057	\$ 977	\$ 929	\$ 1,041

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Case No.:

**(T)** 

# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

#### 7.25 SmarT Rates

# 7.25.1 Monthly Recurring Charges, (cont'd.)

# C. Exchange 324 - Zone 2 - SmarT Package I, (cont'd.)

3 Year TermInternet Speed				
	320	512	768	1024
4 Lines	\$ -	\$ -	\$ -	\$ -
5 Lines	\$ 353	\$ -	\$ -	\$ -
6 Lines	\$ 396	\$ -	\$ -	\$ -
7 Lines	\$ 431	\$ -	\$ -	\$ -
8 Lines	\$ 471	\$ 396	\$ -	\$ -
9 Lines	\$ 529	\$ 452	\$ -	\$ -
10 Lines	\$ 570	\$ 487	\$ -	\$ -
11 Lines	\$ 600	\$ 514	\$ -	\$ -
12 Lines	\$ 632	\$ 548	\$ 486	\$ 522
13 Lines	\$ 652	\$ 583	\$ 517	\$ 576
14 Lines	\$ 689	\$ 619	\$ 549	\$ 632
15 Lines	\$ 710	\$ 644	\$ 581	\$ 699
16 Lines	\$ 733	\$ 681	\$ 606	\$ 760
17 Lines	\$ 806	\$ 753	\$ 687	\$ 831
18 Lines	\$ 835	\$ 777	\$ 718	\$ 902
19 Lines	\$ 871	\$ 807	\$ 747	\$ 923
20 Lines	\$ 910	\$ 838	\$ 789	\$ 945
21 Lines	\$ 943	\$ 870	\$ 821	\$ 967
22 Lines	\$ 966	\$ 903	\$ 855	\$ 991
23 Lines	\$ 1,000	\$ 929	\$ 882	\$ 1,007
24 Lines	\$ 1,037	\$ 958	\$ 910	\$ 1,019

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# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

## 7.25 SmarT Rates

# 7.25.1 Monthly Recurring Charges, (cont'd.)

<b>D. LATA 320 - SmarT P</b>
------------------------------

(N)

**Monthly Recurring Charge per line (4 line minimum)** 

Te	erm	of S	Ser	vice	Agr	eement	t
----	-----	------	-----	------	-----	--------	---

Rate Zone	1 - Year	2-Year	3-Year
Zone 1	\$30.00	\$27.00	\$26.00
Zone 2	\$35.00	\$32.00	\$31.00

# E. LATA 324 - SmarT Package II

**Monthly Recurring Charge per line (4 line minimum)** 

TITO .	•	<b>a</b> •	A .
Term	Λt	Service	Agreement

Rate Zone	1 - Year	2-Year	3-Year
Zone 1	\$30.00	\$27.00	\$26.00
Zone 2	\$35.00	\$32.00	\$31.00

# F. LATA 325 and 326 - SmarT Package II

**Monthly Recurring Charge per line (4 line minimum)** 

**Term of Service Agreement** 

Rate Zone	1 - Year	2-Year	3-Year
Zone 1	\$32.00	\$31.00	\$30.00
Zone 2	\$42.00	\$41.00	\$40.00

(N)

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# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

## 7.25 SmarT Rates, (cont'd.)

## 7.25.2 Per Local Call Overage Rate:

Per Local Call Rate: \$0.045

## 7.25.3 Per Minute Long Distance Overage Rate:

The Monthly Recurring Charge listed above include up to 5,500 1+intraLATA minutes. All long distance minutes over the monthly allowance per local line will be billed at the following rates:

Term Agreement	Per minute rate
1 Year	\$0.0399
2 Year	\$0.0349
3 Year	\$0.0299

Long Distance Calls are billed in six (6) second increments after an initial six (6) second increment. Inbound intraLATA is billed at the same per minute rate; however, 800 services are not included in the 5,500 minutes allotment.

#### 7.25.4 SmarT Value and Value Plus Line Rates

	Monthly Recurring Rate	Monthly Local Call Allowance per Account	Charge per Local Call in Excess of Allowance
Value Line	\$26.99 (I)	0 Calls	\$.065
Value Plus Line	\$31.99 (I)	200 Calls	\$.065

Long distance usage will be billed at the rates set forth in Section 7.25.3.

Issued: July 31, 2006 Effective: August 1, 2006

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211 OHL0502

# **SECTION 7 - CURRENT PRICE LIST, (CONT=D.)**

# 7.25 SmarT Rates, (cont'd.)

## (T)

## 7.25.5 SmarT Value and Value Plus Line Enhanced Rates

	( N	(I)
- (	- 1	v

(N)

	Monthly Recurring Rate	Monthly Local Call Allowance per	Charge per Local Call in Excess of Allowance
		Account	
Value Line	\$24.99	0 Calls	\$.065
Value Plus Line	\$29.99	200 Calls	\$.065

Long distance usage will be billed at the rates set forth in Section 7.25.3.

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By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500

Southfield, Michigan 48034 OHL0608

(N)

(N)

#### **SECTION 8 - PROMOTIONS**

#### 8.1 Coast-to-Coast Promotion

Customers may subscribe to LDMI's Coast-to-Coast Promotion from August 1, 2004, through December 31, 2004. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff apply. Nonrecurring charges identified in this tariff apply to add new dial tone local service.

LDMI's Coast-to-Coast Promotion is available to existing LDMI residential long distance customers and to new LDMI residential customers who sign up for LDMI's Coast-to-Coast residential service bundle during the promotional period. Eligible customers will receive a \$10.00 credit for each of the first six consecutive months of service (total credit of \$60). The credit will expire after the sixth month of service.

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By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

8.2 [Reserved for Future Use]

(N)

Issued: January 30, 2004 Effective: February 2, 2004

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

#### 8.3 LDMI Flex-Save Bundle Promotion

The LDMI Flex-Save Bundle promotion is available to new business local and long distance customers only. It combines a competitive long distance rate with existing local programs to reward customers for signing two or three-year contracts. Customers subscribing to an existing LDMI bundle may add this promotion to that service bundle from December 5, 2003, through February 27, 2004. Local Calling Service is limited to points within the Customer's Local Calling Area.

Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations. Where a customer is converting existing ILEC service LDMI Flex-Save Bundle service, these nonrecurring charges will be waived. Migration from one service bundle to another will result in a \$7.50 nonrecurring charge.

As specified in the matrix below, the long distance rate selected is tied to a make-up-to-minimum (MUTM). If the customer signs a 2- or 3-year contract, the customer will receive a corresponding 5% or 10% discount off his local and long distance service.

LDMI Rate	Make Up To Minimum	2 Year Term	3 Year Term
\$0.035	\$125	5%	10%
\$0.034	\$150	5%	10%
\$0.033	\$175	5%	10%
\$0.032	\$200	5%	10%
\$0.031	\$225	5%	10%
\$0.030	\$250	5%	10%

<sup>\*</sup>Items discounted include: intralata, interlata, interstate, 800, international, local line, local features, listings, federal EUCL, state EUCL, LNP, local USF and local usage. (These same components will contribute to the make-up-to-minimum.)

## Promotion Requirements:

- The offering will be available to all new Local and Long Distance Business Customers in Ohio excluding those customers with Business Feature Package (Featurelink), Remote Call Forwarding Lines, and lines with Privacy Manager.
- A minimum 1-year contract for both local and long distance service is required.
- Customer must be serviced by an SBC Ameritech territory in Ohio.
- Program cannot be combined with any other offer.

Issued: December 4, 2003 Effective: December 5, 2003

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

# 8.4 LDMI's Valued Customer Package

The following promotion is available to existing LDMI long distance business customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Nonrecurring charges identified in this tariff would apply to add new dial tone local service. .

LDMI's Valued Customer Package is available to existing long distance customers who sign up for LDMI's local service. The Valued Customer Package includes a basic business local line with per call local usage of \$0.045 per call. In addition, the Customer will receive a reduced per minute rate for long distance service. Customers may subscribe to this service bundle from February 2, 2004, through May 3, 2004. Local Calling Service is limited to points within the Customer's Local Calling Area

Monthly Charge, per Line \$15.00 per line
Local Usage, per Call \$0.045 per call
Long Distance Usage, per Minute \$0.035 per minute

Issued: January 30, 2004 Effective: February 2, 2004

By: Jerry Finefrock, Senior Director, Regulatory Affairs

27777 Franklin Road, Suite 500 Southfield, Michigan 48034

Case No.:

(N)

**8.4** [Reserved for Future Use]

(D)

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Issued: June 24, 2003 Effective: June 24, 2003

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

# **8.5** Winter Warm Up Promotions

Customers may subscribe to either of LDMI's Winter Warm Up promotions from February 2, 2004, through April 30, 2004. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Nonrecurring charges identified in this tariff would apply to add new dial tone local service.

### 8.5.1 Winter Warm Up for Coast-to-Coast Promotion

LDMI's Winter Warm Up - Coast-to-Coast promotion is available to existing LDMI long distance residential customers or new LDMI customers who sign up for LDMI's Coast-to-Coast product. The Winter Warm Up promotion will provide new Coast-to-Coast Customers with a credit of \$39.95 in the third month of service.

# 8.5.2 Winter Warm Up for Ultimate Choice Promotion

LDMI's Winter Warm Up - Ultmiate Choice promotion is available to existing LDMI long distance residential customers or new LDMI customers who sign up for LDMI's Ultimate Choice bundle. The Winter Warm Up promotion will provide new Ultimate Choice Customers with a \$10.00 credit for first three consecutive months of service (total credit of \$30). The credit will expire after the third month of service.

Issued: January 30, 2004 Effective: February 2, 2004

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Road, Suite 500 Southfield, Michigan 48034

Case No.:

(N)

N)

8.5 [Reserved for Future Use]

(D)

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By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

8.5 [Reserved for Future Use]

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(D)

Issued: June 24, 2003 Effective: June 24, 2003

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

#### 8.6 LDMI Flex-Save 2 Promotion

The LDMI Flex-Save 2 promotion is available to new business local and long distance customers only. It combines a competitive long distance rate with existing local programs to reward customers for signing two or three-year contracts. Customers subscribing to an existing LDMI bundle may add this promotion to that service bundle from February 28, 2004, through March 31, 2004. Local Calling Service is limited to points within the Customer's Local Calling Area.

Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations.

As specified in the matrix below, the long distance rate selected is tied to a make-up-to-minimum (MUTM). If the customer signs a 2- or 3-year contract, the customer will receive a corresponding 5% or 10% discount off of his total monthly invoice.

LDMI Rate	Make Up To Minimum	2 Year Term	3 Year Term
\$0.035	\$125	5%	10%
\$0.034	\$150	5%	10%
\$0.033	\$175	5%	10%
\$0.032	\$200	5%	10%
\$0.031	\$225	5%	10%
\$0.030	\$250	5%	10%

<sup>\*</sup>E911 and taxes will be excluded from the discount.

#### Promotion Requirements:

- The offering will be available to all new Local and Long Distance Business Customers in Ohio excluding those customers with Business Feature Package (Featurelink), Remote Call Forwarding Lines, and lines with Privacy Manager.
- A minimum 1-year contract for both local and long distance service is required.
- Customer must be serviced by an SBC Ameritech territory in Ohio.
- Program cannot be combined with any other LDMI offer.

(N)

(N)

Issued: February 26, 2004 Effective: February 27, 2004

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

<sup>\*\*</sup>The following components will contribute to the make-up-to-minimum: intralata, interlata, interstate, 800, international, local line, local features, listings, federal EUCL, state EUCL, LNP, local USF and local usage.

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(D)

# **SECTION 8 - PROMOTIONS, (CONT'D.)**

8.6 [Reserved for Future Use]

Issued: November 12, 2003 Effective: December 13, 2003

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

## 8.7 Web Promotional Offer

The LDMI Web Promotional Offer is available to new customers signing up for either Complete Talk or Coast-To-Coast via LDMI's website (www.ldmi.com). The LDMI Web Promotional Offer will provide new customers with a \$10 credit on their monthly invoice.

This promotion is available starting April 1, 2004, through June 30, 2004.

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By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

Case No.:

| | | (N)

(N)

8.7 [Reserved for Future Use]

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By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

8.7 [Reserved for Future Use]

**(D)** 

Issued: November 12, 2003 Effective: December 13, 2003

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

#### 8.8 LDMI Flex-Save III Promotion

The LDMI Flex-Save III promotion is available to new business local and long distance customers only. It combines a competitive long distance rate with existing local programs to reward customers for signing two or three-year contracts. Customers subscribing to an existing LDMI bundle may add this promotion to that service bundle from April 1, 2004, through June 30, 2004. Local Calling Service is limited to points within the Customer's Local Calling Area.

Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations.

As specified in the matrix below, the long distance rate selected is tied to a make-up-to-minimum (MUTM). If the customer signs a 2- or 3-year contract, the customer will receive a corresponding 5% or 10% discount off of his total monthly invoice.

LDMI Rate	Make Up To Minimum	2 Year Term	3 Year Term
\$0.035	\$150	5%	10%
\$0.034	\$175	5%	10%
\$0.033	\$200	5%	10%
\$0.032	\$225	5%	10%
\$0.031	\$250	5%	10%
\$0.030	\$275	5%	10%

<sup>\*</sup>E911 and taxes will be excluded from the discount.

## Promotion Requirements:

- The offering will be available to all new Local and Long Distance Business Customers in Ohio excluding those customers with Business Feature Package (Featurelink), Remote Call Forwarding Lines, and lines with Privacy Manager.
- A minimum 1-year contract for both local and long distance service is required.
- Customer must be serviced by an SBC Ameritech territory in Ohio.
- Program cannot be combined with any other LDMI offer.

Issued: March 31, 2004 Effective: March 31, 2004

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

Case No.:

(N)

(N)

<sup>\*\*</sup>The following components will contribute to the make-up-to-minimum: intralata, interlata, interstate, 800, international, local line, local features, listings, federal EUCL, state EUCL, LNP, local USF and local usage.

8.9. [Reserved for Future Use]

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Issued: November 12, 2003 Effective: December 13, 2003

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

#### 8.10. <u>Essential Choice II Promotion</u>

The following promotional local service bundle is available to residential customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations. Where a customer is converting existing LDMI service to a Residential Bundle, or a customer is converting existing ILEC service to an LDMI Residential Bundle, these nonrecurring charges will be waived. Migration from one service bundle to another will result in a \$7.50 nonrecurring charge.

Essential Choice includes a basic residential local line with no set maximum on the number of local calls allowed per month plus unlimited IntraLATA calling. Customers may subscribe to this service bundle from July 15, 2003, through October 15, 2003. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Essential Choice includes the following unregulated services/features:

- Caller ID/Name & Number \*
  - Call Waiting
  - Call Waiting with Caller ID
  - Auto Callback
  - Three Way Calling
  - Call Forward, Variable

\_

Monthly Charge, per Line \$29.95

\* Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

Issued: June 24, 2003 Effective: June 24, 2003

By: Jerry Finefrock, Vice President, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

Case No.:

(N)

(N)

## 8.11 LDMI On-Net Bundle Promotion

The LDMI On-Net Bundle Promotion is available to new small business customers only who are located within the Company's on-net footprint and within SBC-Ohio's service territory and who subscribe to the Company's CompleteTalk, ZoneTalk or SmallTalk business bundle during the period from January 1, 2005 through June 30, 2005. Customers will receive a \$2.00 per month per line discount off the standard price of the bundled service for the duration of the period that the Customer remains continuously subscribed to the bundled service. This promotion may not be combined with any other promotion.

(T)

Issued: June 6, 2005 Effective: June 6, 2005

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500

Southfield, Michigan 48034 OHL0508

Tariff P.U.C.O. No. 5 First Revised Sheet No. 198.2 Cancels Original Sheet No. 198.2

# **SECTION 8 - PROMOTIONS, (CONT'D.)**

# 8.12 CompleteTalk Winter 2005 Promotion

The Complete Talk Winter 2005 Promotion is available to small business Customers who subscribe to the Complete Talk business bundle during the period from January 1, 2005 through June 30, 2005. Customers who purchase a Complete Talk line at the standard rate of \$39.95 may purchase a facsimile line for an additional \$9.00 per month. Usage on the facsimile line will be charged \$.0825 per call. This promotion may not be combined with any other promotion.

**(T)** 

Issued: June 6, 2005 Effective: June 6, 2005

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500

Southfield, Michigan 48034 OHL0508

Tariff P.U.C.O. No. 5 First Revised Sheet No. 198.3 Cancels Original Sheet No. 198.3

## **SECTION 8 - PROMOTIONS, (CONT'D.)**

## 8.13 Coast-to-Coast – International 2005 Winter Promotion

LDMI's Coast-to-Coast – International 2005 Winter Promotion is available to new residential customers who sign up for LDMI's Coast-to-Coast – International 2005 residential service bundle during the promotional period, beginning January 1, 2005 and ending March 4, 2005. Eligible customers will receive the Coast-to-Coast – International 2005 bundle for a rate of \$36.95 for the first four months of their continuous subscription to the service. After the four-month promotional rate period, the regular monthly rate, as set forth in Section 7.26.6 of this tariff, will apply.

All terms and conditions associated with the Coast-to-Coast – International 2005 service apply to this promotional offering. This promotion may not be combined with any other promotion.

Issued: March 3, 2005 Effective: March 4, 2005

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

Case No.:

**(T)** 

(N)

(N)

## **SECTION 8 - PROMOTIONS, (CONT'D.)**

#### 8.14 Ultimate Choice – International 2005 Winter Promotion

LDMI's Ultimate Choice – International 2005 Winter Promotion is available to new residential customers who sign up for LDMI's Ultimate Choice – International 2005 residential service bundle during the promotional period, beginning January 1, 2005 and ending March 4, 2005. Eligible customers will receive the Ultimate Choice – International 2005 bundle for a rate of \$26.95 for the first four months of their continuous subscription to the service. After the four-month promotional rate period, the regular monthly rate, as set forth in Section 7.26.5 of this tariff, will apply.

All terms and conditions associated with the Coast-to-Coast – International 2005 service apply to this promotional offering. This promotion may not be combined with any other promotion.

#### 8.15 Summer Blockbuster Values

The Summer Blockbuster Value promotion is available to Customers who are located within the Company's on-net footprint and within SBC-Ohio's service territory and who subscribe to the Company's Complete Talk or Zone Talk business bundle during the period from June 6, 2005 through September 30, 2005. Eligible customers will receive a \$10 monthly discount off the standard tariffed price for a six-month period during which they are continuously subscribed to the bundled service. After six months, the standard monthly rate for the service, as set forth in Sections 4.17.1 and 4.17.4 of this tariff, will apply.

All terms and conditions associated with the particular bundled service to which the Customer subscribes apply to this promotional offering. This promotion may not be combined with any other promotion.

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By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500

Southfield, Michigan 48034 OHL0508

#### **8.16** Fall 2005 \$15 Off Promotion

## (N)

#### 8.16.1 Description

This promotion is available to new business customers only who subscribe to the Company's CompleteTalk or ZoneTalk business bundle during the period from September 16, 2005, through October 31, 2005. Customers will receive a \$15.00 per month per line discount off the standard price of the bundled service for the first six (6) months of the Customer's subscription to the service.

#### **8.16.2** Restrictions and Limitations

This promotion is available only to customers who are located within the Company's on-net footprint and are provisioned on the LDMI network Unless otherwise specifically permitted in the terms of the promotion, this promotion may not be combined with any other promotion.

#### 8.17 Fall 2005 \$5 Off Promotion

### 8.17.1 Description

This promotion is available to new business customers only who subscribe to the Company's SmallTalk, SimplyBusiness II, SmarT Value or SmarT Value Plus plans during the period from September 16, 2005, through October 31, 2005. Customers will receive a \$5.00 per month per line discount off the standard price of the bundled service for the first six (6) months of the Customer's subscription to the service.

#### 8.17.2 Restrictions and Limitations

- A. To be eligible for this promotion, SmallTalk and SimplyBusiness II customers must be located within the Company's on-net footprint and provisioned on the LDMI network.
- B. To be eligible for this promotion, SmarT Value and SmarT Value Plus lines must be associated with a SmarT order.
- C. Unless otherwise specifically permitted in the terms of the promotion, this promotion may not be combined with any other promotion.

(N)

Issued: September 16, 2005 Effective: September 16, 2005

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500

Southfield, Michigan 48034 OHL0510

#### 8.18 BusinessTalk Promotion

(N)

(N)

This promotion is available to new business customers only who subscribe to the Company's BusinessTalk bundle during the period from November 1, 2005 through January 31, 2006.

Customers who subscribe to BusinessTalk Premium will receive a \$5.00 per month per line discount off the standard price of the bundled service for the first twelve (12) months of the Customer's continuous subscription to the service.

Customers who subscribe to BusinessTalk Value will receive a \$3.00 per month per line discount off the standard price of the bundled service for the first twelve (12) months of the Customer's continuous subscription to the service.

After the twelve (12) month discount period, the Customer's rate will revert to the standard pricing for the service, as set forth in Section 4.21.5.

Issued: October 31, 2005 Effective: November 1, 2005

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

#### 8.19 ISDN PRI Promotion – Columbus Market

## (N)

#### 8.19.1 Description

This promotion is available to new On-Net business Customers in the Columbus Market Area from September 17, 2007 through December 17, 2007.

ISDN-PRI Service provides the Customer with simultaneous access, transmission and switching of voice, data and imaging services via channelized transport. ISDN-PRI is provisioned at the 1.544 Mbps rate via the Primary Rate Interface standard of the Integrated Services Digital Network (ISDN). ISDN PRI Service is available in month-to-month, 1-year, 2-year, 3-year or 5 year contract terms.

All service configurations as described in Section 4.11.2 of this tariff apply to the service described in this promotion.

## 8.19.2 Rates and Charges

## A. Nonrecurring Installation and Maintenance Charges

Month to Month	\$500.00
1 Year Term	\$500.00
2 Year Term	\$250.00
3 Year Term	\$ 0.00
5 Year Term	\$ 0.00

(N)

Issued: September 17, 2007 Effective: September 17, 2007

By: Martin W. Clift, President

2134 W. Laburnum Richmond, VA 23227

OHL0703

Case No.: 90-9106-TP-TRF

8.19	ISDN I	PRI Pr	omotion, (Cont'd.)			(N)
	8.19.2	Rates	and Charges, (Cont'd.)			
		В.	<b>Monthly Recurring Charges</b>			
					Unlimited	
				Message Rate	<u>Local</u>	
			Month to Month	\$500.00	\$575.00	
			1 Year Term	\$450.00	\$525.00	
			2 Year Term	\$400.00	\$475.00	
			3 Year Term	\$325.00	\$400.00	
			5 Year Term	\$300.00	\$375.00	
		C.	Message Rate Usage Charges			
				Per C	<u>Call</u>	
			Month to Month	\$0.0	70	
			1 Year Term	\$0.0	70	
			2 Year Term	\$0.0	70	
			3 Year Term	\$0.04	49	
			5 Year Term	\$0.04	49	
		D.	<b>Optional Feature Charges</b>			
			1	Monthly Recur	ring Charges	į
			DID Numbers	<del></del>	<del></del>	į
			Each	\$ 0.	15	į
			Block of 20*	\$ 3.0		i
			Block of 100	\$15.0		i
			Back-Up D Channel	\$75.0		i
			Multi-Span / NFAS	\$75.0		

Issued: September 17, 2007 Effective: September 17, 2007

\*\$3.00 Nonrecurring Charge per Block of 20 Applies

By: Martin W. Clift, President

2134 W. Laburnum Richmond, VA 23227

OHL0703

(N)

Case No.: 90-9106-TP-TRF

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#### **SECTION 9 - GRANDFATHERED SERVICES**

9.1 Combination Outbound/Inbound Long Distance Services

9.1.1 Long Distance Service - Option B

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$ 5.00

Per Minute Usage Charges, Inbound and Outbound: \$0.1290

9.1.2 Long Distance Service - Option C

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$7.50

Per Minute Usage Charges, Inbound and Outbound:

IntraLATA \$0.1050 InterLATA \$0.1250

9.1.3 Long Distance Service - Option D

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$10.00

Per Minute Usage Charges, Inbound and Outbound:

IntraLATA \$0.1000 InterLATA \$0.1200

(Items currently on this page were previously located on Sheet 171)

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By: Martin W. Clift, President

2134 W. Laburnum

Richmond, VA 23227 OHL0703

Case No.: 90-9106-TP-TRF

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#### **SECTION 9 - GRANDFATHERED SERVICES**

9.1 Combination Outbound/Inbound Long Distance Services

9.1.5 Long Distance Service - Option E

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$20.00

Per Minute Usage Charges, Inbound and Outbound:

IntraLATA \$0.0949 InterLATA \$0.1149

9.1.6 Long Distance Service - Option F

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$25.00

Per Minute Usage Charges, Inbound and Outbound:

IntraLATA \$0.0900 InterLATA \$0.1100

9.1.7 Long Distance Service - Option G

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$25.00

Per Minute Usage Charges, Inbound and Outbound: \$0.0952

9.1.8 Long Distance Service - Option H

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$25.00

Per Minute Usage Charges, Inbound and Outbound:

IntraLATA \$0.0850 InterLATA \$0.1050

(Items currently on this page were previously located on Sheet 172)

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By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500 Southfield, Michigan 48034

#### **SECTION 9 - GRANDFATHERED SERVICES**

9.1 Combination Outbound/Inbound Long Distance Services

9.1.9 Long Distance Service - Option I

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$50.00

Per Minute Usage Charges, Inbound and Outbound: \$0.0800

9.1.10 Long Distance Service - Option J

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$100.00

Per Minute Usage Charges, Inbound and Outbound: \$0.0750

9.1.11 Long Distance Service - Option K

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$100.00

Per Minute Usage Charges, Inbound and Outbound: \$0.0700

9.1.12 Long Distance Service - Option L

Minimum Monthly Volume Commitment:

(Total LDMI Billing) \$100.00

Per Minute Usage Charges, Inbound and Outbound:

IntraLATA \$0.0650 InterLATA \$0.0700

(Items currently on this page were previously located on Sheet 173)

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By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

Case No.:

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**(M)** 

# **SECTION 9 - GRANDFATHERED SERVICES**

## 9.2 Your Choice in Voice

New business customers who select one local plan and one long distance plan may participate in <u>You Choice in Voice</u>. The <u>Your Choice in Voice</u> product allows business customers to create a customized voice bundle based on the Customer's own calling patterns. Customers must sign a minimum one (1) year term agreement with LDMI for local basic business line service and long distance service to qualify. Lines qualifying for <u>Your Choice in Voice</u> include standard business lines, DID trunks, or PBX trunks. ISDN PRI lines are excluded from this promotion. Local lines that have Business Feature Package or Privacy Manager or are Remote Call Forwarding lines do not qualify for this promotion.

# (M) | | | | | | (M)

#### 9.2.1 Local Plans:

Local Calling Plans include standard local calls. Pay-per-use feature charges and directory assistance calls will be at the standard tariffed rate.

Bundle	Package Price	Overage	Rate	Local Line	Feature	Service
(calls)	(excluding line)	(per call)		Rate	Package	Watch ®
400	\$20.00	\$0.055		\$18.50	\$10.00	\$6.00
750	\$37.50	\$0.055		\$18.00	\$15.00	\$10.00
1500	\$67.50	\$0.055		\$17.50	\$20.00	\$20.00
2000	\$90.00	\$0.055		\$17.00	\$20.00	\$20.00
3000	\$135.00	\$0.055		\$16.50	\$30.00	\$30.00
5000	\$225.00	\$0.055		\$16.00	\$30.00	\$30.00

(Material currently on this page was previously located on Sheet 140)

Issued: April 25, 2005 Effective: April 25, 2005

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211 OHL0505

(T)

# 9.2 Your Choice in Voice, (Cont'd.)

# 9.2.2 Long Distance Plans:

Long Distance Calling Plans include domestic inbound and outbound IntraLATA, InterLATA, and Interstate calls. Offshore and international outbound and inbound minutes will be at the current posted rates, as will directory assistance, payphone surcharges and travel card service.

Bundle (minutes)	Package Price	Overage Rate
		(per minute)
500	\$27.50	\$0.060
1000	\$50.00	\$0.060
2000	\$100.00	\$0.055
3000	\$135.00	\$0.055
5000	\$225.00	\$0.050
10000	\$400.00	\$0.045

In addition, Customers are eligible for Optional Account Services of a special Feature Package and Service Watch ®. These Optional Account Services cover all qualifying lines. The optional Feature Package includes the following:

Caller ID with Name Display Call Forward Variable Call Screening Speed Dialing 30 Three Way Calling 900/976 Blocking

Service Watch ® is LDMI's optional inside wiring maintenance plan.

(Items currently on this page were previously located on Sheet 182)

Issued: April 25, 2005 Effective: April 25, 2005

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500

Southfield, Michigan 48034 OHL0505

# 9.3 Spring Forward Product\*\* (N)

(M)

(M)

(N)

(N)

Spring Forward is available to business customers who sign up for local and long distance or existing business long distance customers who sign up for LDMI's local service. Customers must sign a minimum one (1) year term agreement for a local basic business line and LDMI long distance to qualify.

The following rates apply to all access areas, as defined in Section 3, for the duration of the term agreement. Full termination liability applies to this product.

Business Line*, without Hunting, all access	\$15.75
areas	
Business Line*, with Hunting, all access areas	\$15.75
Per message rate	\$0.0650

<sup>\*</sup> Local lines that have Business Feature Package or Privacy Manager or are Remote Call Forwarding lines do not qualify for this product.

(Items currently on this page were previously located on Sheet 120 and Sheet 178)

Issued: April 25, 2005 Effective: April 25, 2005

By: Jerry Finefrock, Vice President, Regulatory Affairs

27777 Franklin Rd., Suite 500

Southfield, Michigan 48034 OHL0505

<sup>\*\*</sup>Effective April 25, 2005, this service is grandfathered and is available only to existing customers at existing locations.

## 9.4 Spring Ahead Product\*\* (N)

(M)

Spring Ahead is available to business customers who sign up for local and long distance or existing business long distance customers who sign up for LDMI's local service. Customers must sign a minimum one (1) year term agreement for a local basic business line and LDMI long distance to qualify.

The following rates apply to all access areas, as defined in Section 3, for the duration of the term agreement. Full termination liability applies to this product.

Business Line*, without Hunting, all access	\$16.99
areas	
Business Line*, with Hunting, all access areas	\$16.99
Per message rate	\$0.0450

<sup>\*</sup> Local lines that have Business Feature Package or Privacy Manager or are Remote Call Forwarding lines do not qualify for this product.

\*\*Effective April 25, 2005, this service is grandfathered and is available only to existing customers at existing locations.

(N) (N)

(M)

(Items currently on this page were previously located on Sheet 121 and Sheet 178.)

Issued: April 25, 2005 Effective: April 25, 2005

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

Case No.:

OHL0505

#### 9.5 Residential Local Service Bundles\*\*

The following local service bundles are available to residential customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff will apply. Per line nonrecurring charges identified in this tariff apply for all new installations. Where a customer is converting existing LDMI service to a Residential Bundle, or a customer is converting existing ILEC service to an LDMI Residential Bundle, these nonrecurring charges will be waived. Migration from one service bundle to another will result in a \$7.50 nonrecurring charge.

#### 9.5.1 Additional Line

Additional Line service is only available to residential customers who purchase, on a continuing basis, a primary local exchange service line provided by LDMI. Primary local exchange service lines are any lines that have not been designated herein as additional or secondary lines. Additional Line combines basic residential local exchange service with the following unregulated services/features:

- Unlimited Local Calling

Monthly Charge, per Line

\$20.00

## 9.5.2 Essential Local

Essential Local combines basic residential local exchange service with the following unregulated services/features:

- Service Watch<sup>TM</sup> (inside wire maintenance)
- Unlimited Local Calling
- Caller ID/Name & Number on primary line\*
- Call Waiting
- Call Waiting with Caller ID

Monthly Charge, per Line

\$29.95 (I)

Issued: April 28, 2006 Effective: May 1, 2006

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

Case No.: OHL0606

<sup>\*</sup> Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

<sup>\*\*</sup> Effective April 25, 2005, this service is grandfathered and is available only to existing customers at existing locations.

## 9.5 Residential Local Service Bundles (Cont'd.)\*\*

#### 9.5.3 Ultimate Choice

Ultimate Choice includes a basic residential local line with no set maximum on the number of local calls allowed per month plus unlimited IntraLATA calling. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Ultimate Choice includes the following unregulated services/features:

- Caller ID/Name & Number \*
- Call Waiting
- Call Waiting with Caller ID
- Auto Callback
- Three Way Calling
- Call Forward, Variable

Monthly Charge, per Line

\$32.95 (I)

Issued: April 28, 2006 Effective: May 1, 2006

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

Case No.: OHL0606

<sup>\*</sup> Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

<sup>\*\*</sup> Effective April 25, 2005, this service is grandfathered and is available only to existing customers at existing locations.

# 9.5 Residential Local Service Bundles (Cont'd.)\*\*

#### 9.5.4 Coast-to-Coast Bundle

The LDMI Coast-to-Coast bundle is available to residential customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations. Where a customer is converting existing LDMI service to Coast-to-Coast, or a customer is converting existing ILEC service to Coast-to-Coast, these nonrecurring charges will be waived. Migration from one service bundle to another will result in a \$7.50 nonrecurring charge.

Coast-to-Coast includes a basic residential local line with no set maximum on the number of local calls allowed per month <u>plus</u> unlimited IntraLATA, InterLATA, and Interstate calling. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Coast-to-Coast includes the following unregulated services/features:

Call Waiting
Three Way Calling
Auto Callback
Call Forwarding - Variable
Caller ID \*
Caller ID w/name \*
Caller ID w/ Call Waiting \*
Speed Call 30
Repeat Dialing
Service Watch

Monthly Charge, per Line

\$42.95 (I)

Issued: April 28, 2006 Effective: May 1, 2006

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

<sup>\*</sup> Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

<sup>\*\*</sup> Effective April 25, 2005, this service is grandfathered and is available only to existing customers at existing locations.

# 9.5 Residential Local Service Bundles (Cont'd.)\*\*

#### 9.5.5 Ultimate Choice – International 2005

Ultimate Choice – International 2005 bundle is available to residential customers only. The bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month plus unlimited IntraLATA calling. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, the Ultimate Choice – International 2005 bundle includes the following unregulated services/features:

- Caller ID/Name & Number \*
- Call Waiting
- Call Waiting with Caller ID
- Auto Callback
- Three Way Calling
- Call Forward, Variable
- Discounted International Rates

Monthly Charge, per Line

\$34.95 (I)

Issued: April 28, 2006 Effective: May 1, 2006

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

<sup>\*</sup> Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

<sup>\*\*</sup> Effective April 25, 2005, this service is grandfathered and is available only to existing customers at existing locations.

# 9.5 Residential Local Service Bundles (Cont'd.)\*\*

#### 9.5.6 Coast-to-Coast – International 2005

The Coast-to-Coast – International 2005 bundle is available to residential customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations. Where a customer is converting existing LDMI service to the Coast-to-Coast – International 2005 bundle, or a customer is converting existing ILEC service to the Coast-to-Coast – International 2005 bundle, these nonrecurring charges will be waived. Migration from one service bundle to another will result in a \$7.50 nonrecurring charge.

The Coast-to-Coast – International 2005 bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month <u>plus</u> unlimited IntraLATA, InterLATA, and Interstate calling. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, the Coast-to-Coast – International 2005 bundle includes the following unregulated services/features:

Call Waiting
Three Way Calling
Auto Callback
Call Forwarding - Variable
Caller ID \*
Caller ID w/name \*
Caller ID w/ Call Waiting \*
Speed Call 30
Repeat Dialing
Service Watch
Discounted International Rates

Monthly Charge, per Line

\$44.95 (I)

Issued: July 31, 2006 Effective: August 1, 2006

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

<sup>\*</sup> Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

<sup>\*\*</sup> Effective April 25, 2005, this service is grandfathered and is available only to existing customers at existing locations.

#### 9.6 Business Local Service Bundles

#### 9.6.1 Small Business Bundle\*\*

The LDMI Small Business Bundle is available to new business customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff apply. Per line nonrecurring charges identified in this tariff apply for all new installations. This service may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling method. Customers must select this product for each line on their account.

The Small Business Bundle includes a basic local line and unlimited local usage within the Customer's Local Calling Area. In addition, the Small Business Bundle includes the following services/features:

Three Way Calling
Call Forwarding – Variable
Caller ID w/name \*

Monthly Charge, per Line:

# **Term Agreement**

1 Year	\$28.99 (I)
2 Year	\$27.99 (I)
3 Year	\$26.99 (I)

<sup>\*</sup> Caller ID customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.

Issued: July 31, 2006 Effective: August 1, 2006

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

<sup>\*\*</sup> Effective April 25, 2005, this service is grandfathered and is available only to existing customers at existing locations.

# 9.7 Basic Network Switched Service

# (M)

# 9.7.1 Ohio Bell Areas

The following access areas, i.e, rate schedule groups, are based on access areas as defined in Section 3. Volume discounts are available.

#### A. Minimum:

Service Type*	Access Areas		
	В	С	D
Residential - Message	\$4.00	\$4.00	\$4.00
Residential - Flat Rate	\$7.00	\$7.00	\$7.00
Business Line, without Hunting	\$12.00	\$13.00	\$13.00
Business Line, with Hunting	\$13.00	\$14.00	\$14.00
Business Trunk, with Hunting	\$13.00	\$14.00	\$14.00

# B. Maximum:

Service Type*	Access Areas		
	В	С	D
Residential - Message	\$22.00	\$22.00	\$22.00
Residential - Flat Rate	\$40.00	\$40.00	\$40.00
Business Line, without Hunting	\$60.00	\$64.00	\$65.00
Business Line, with Hunting	\$70.00	\$64.00	\$65.00
Business Trunk, with Hunting	\$70.00	\$75.00	\$77.00

\*Effective June 3, 2005, this service is grandfathered and is available only to existing customers at existing locations.

Material located on this sheet was previously located on Sheet 118.

Issued: May 3, 2005 Effective: June 3, 2005

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

Case No.:

OHL0506

(T) (T)

(M)

(M)

(M)

(T)

(T)

# **SECTION 9 – GRANDFATHERED SERVICES (CONT=D.)**

# 9.7 Basic Network Switched Service (Cont'd.)

# 9.7.1 Ohio Bell Areas (Cont'd.)

# C. Current Recurring Charges

Service Type*	Access Areas		
	В	С	D
Residential - Message	\$6.40	\$6.40	\$6.40
Residential - Flat Rate	\$13.70	\$13.70	\$13.70
Business Line, without Hunting	\$17.00	\$19.00	\$21.25
Business Line, with Hunting	\$20.45	\$22.45	\$24.70 (T)
Business Trunk, with Hunting	\$20.45	\$22.45	\$24.70

<sup>\*</sup>Effective June 3, 2005, this service is grandfathered and is available only to existing customers at existing locations.

Material located on this sheet was previously located on Sheet 164.

Issued: May 3, 2005 Effective: June 3, 2005

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

Case No.:

# 9.7 **Basic Network Switched Service (Cont'd.)** (M) 9.7.2 **Usage Charges** Per Message Charges B Message Service\* A. 1. **Ohio Bell Areas** (i) Minimum Maximum Per message beyond the monthly call allowance<sup>1</sup> \$0.0100\$0.3000 (ii) **Current Rate** Per message rate \$0.0750

Monthly message allowance per business line/trunk is 73. Monthly message allowance per residential line is 30.

\*Effective June 3, 2005, this service is grandfathered and is available only to existing customers at existing locations.

Material located on this sheet was previously located on Sheets 119 and 165.

Issued: May 3, 2005 Effective: June 3, 2005

By: Jerry Finefrock, Senior Director, Regulatory Affairs

8801 Conant Avenue

Hamtramck, Michigan 48211

Case No.:

(M)

(T)

(T)

# LDMI TELECOMMUNICATIONS, INC. DBA CAVALIER TELEPHONE DBA CAVALIER BUSINESS COMMUNICATIONS DBA TELEPHONE AND TV

EXHIBIT B

PROPOSED REVISED LOCAL TARIFF PAGES

OHL0801

LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications d/b/a Cavalier Telephone and TV

# LOCAL EXCHANGE SERVICES

This Tariff PUCO Tariff No. 7, Issued by LDMI Telecommunications, Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and d/b/a Cavalier Telephone and TV Cancels and Replaces in its Entirety PUCO Tariff No. 5.

RATES, TERMS AND CONDITIONS
RELATING TO THE PROVISION OF
LOCAL EXCHANGE SERVICES
IN THE STATE OF OHIO

BY

# LDMI TELECOMMUNICATIONS, INC.

d/b/a Cavalier Telephone d/b/a Cavalier Business Communications d/b/a Cavalier Telephone and TV

90-9106-TP-TRF

This Tariff describes the Company's Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

www.cavtel.com

Issued: April 10, 2008 Effective: April 10, 2008

Richmond, Virginia 23227

By:

# **CHECK SHEET**

The Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Sheet No.	<u>Level</u>		Sheet No.	Level	
1	Original	*	31	Original	*
2	Original	*	32	Original	*
3	Original	*	33	Original	*
4	Original	*	34	Original	*
5	Original	*	35	Original	*
6	Original	*	36	Original	*
7	Original	*	37	Original	*
8	Original	*	38	Original	*
9	Original	*	39	Original	*
11	Original	*	40	Original	*
12	Original	*	41	Original	*
13	Original	*	42	Original	*
14	Original	*	43	Original	*
15	Original	*	44	Original	*
16	Original	*	45	Original	*
17	Original	*	46	Original	*
18	Original	*	47	Original	*
19	Original	*	48	Original	*
20	Original	*	49	Original	*
21	Original	*	50	Original	*
22	Original	*	51	Original	*
23	Original	*	52	Original	*
24	Original	*	53	Original	*
25	Original	*	54	Original	*
26	Original	*	55	Original	*
27	Original	*	56	Original	*
28	Original	*	57	Original	*
29	Original	*	58	Original	*
30	Original	*	59	Original	*

By:

Issued: April 10, 2008 Effective: April 10, 2008

Francie McComb, Senior Vice President – Law & Public Affairs
2134 W. Laburnum Case No. 08-353-TP-ATA

Richmond, Virginia 23227

<sup>\*</sup> Indicates Tariff Pages Included with this Filing.

OHL0801

LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications d/b/a Cavalier Telephone and TV

# LOCAL EXCHANGE SERVICES

# CHECK SHEET, (Cont'd.)

Sheet No.	<u>Level</u>	
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61	Original	*
62	Original	*
63	Original	*
64	Original	*
65	Original	*
66	Original	*
67	Original	*
68	Original	*
69	Original	*
70	Original	*
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72	Original	*
73	Original	*
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75	Original	*

By:

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Issued: April 10, 2008 Effective: April 10, 2008

Richmond, Virginia 23227

By:

# **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (D) To signify discontinued material, including a listing, rate, rule or condition.
- (I) To signify an increase in rates or charges.
- (N) To signify new material, including a listing, rate, rule or condition.
- (R) To signify a reduction in rates or charges.
- (T) To signify a change in the wording of the text, but no change in rate, rule or condition.

#### TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i).
- D. Check Sheets When a tariff filing is made with the PUC of Ohio, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

Issued: April 10, 2008 Effective: April 10, 2008

LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications d/b/a Cavalier Telephone and TV

By:

# LOCAL EXCHANGE SERVICES

#### APPLICATION OF TARIFF

This tariff filed by the Company describes the Regulated Local Service Tier 1 Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides certain Tier 2, regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901:1-06-05(g).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

# www.cavtel.com

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Company switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Class of Service - A description of telephone service furnished a Customer.

Commission - Public Utilities Commission of Ohio.

Company or Carrier - LDMI Telecommunications, Inc. d/b/a LDMI Telecommunications, also d/b/a Cavalier Telephone d/b/a Cavalier Business Communications, d/b/a Cavalier Telephone and TV, unless otherwise clearly indicated by the context.

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

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange - A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between Customers within a specified area, usually a single city, town or village.

Extended Area Service - A type of service where Customers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

# SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

Flat Rate Service - A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LDMI - Used throughout this tariff to mean LDMI Telecommunications, Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications, d/b/a Cavalier Telephone and TV, unless clearly indicated otherwise by the text.

LEC - Local Exchange Company

Off-Net - Customers or locations where the Company provides local service using SBC switching facilities via UNE-P or resale.

On-Net - Customers or locations within the Company's collocation footprint where the Company provides local service using its own switching facilities or switching facilities leased from a third-party other than SBC.

Premises - A building or buildings on contiguous property.

P.U.C.O. - Public Utilities Commission of Ohio.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Rotary - Routes a call to an idle Station line.

Special Construction - Service configurations specifically designed and constructed at a Customer's request.

#### **SECTION 2 - RULES AND REGULATIONS**

# 2.1 Undertaking of the Company

By:

- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Ohio, and terminating within a local calling area as defined herein, or outside of the local calling area, but within the State of Ohio.
- 2.1.2 The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another Company, or are used by another Company as a part of the regulated or unregulated services offered by that Company, the regulations of the Company apply only to the use of the Company's services and facilities.
- 2.1.4 The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- 2.1.5 The Company may serve Customers in the State of Ohio through the use of its own facilities or through the resale of services of other telecommunications service providers.
- 2.1.6 The provision of services defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.
- 2.1.7 The Company is subject to the Commission's rules for Minimum Telephone Service Standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff. The furnishing of service under this tariff or an applicable contract is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.2.2 Customers and users may use services and facilities provided under this tariff or an applicable contract to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under this tariff or an applicable contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.2.3 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.4 In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because unavoidable errors incidental to services and use of such facilities of the Company may occur, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- 2.2.5 Accessories which aid a Customer's convenience in his use of the services provided by the Company which are not furnished under this tariff, are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.
- 2.2.6 The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

# 2.2 Limitations, (Cont'd.)

2.2.7 The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of the law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of the law. Customers will be notified and pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

# 2.3 Liabilities of Company

By:

- 2.3.1 The Company's liability for damages arising from any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the failure occurs.
- 2.3.2 The Company shall not be liable for any claim or loss not directly caused by negligence of the Company.
- 2.3.3 The Company is not liable for any act or omission of any other Company or companies furnishing a portion of the facilities, equipment or services used in connection with the services provided by the Company.
- 2.3.4 The Company shall not be liable for the use or abuse of a Customer's service by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of a PBX re-origination or other legal or illegal equipment, service or device. The Company shall not be liable for any action, such as blocking or refusal to accept certain calls, that it deems necessary to take in order to prevent unlawful use of its services. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.
- 2.3.5 The Company shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause and whether negligent or otherwise.
- 2.3.6 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 arises.

# SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

# 2.3 Liabilities of Company, (Cont'd.)

- 2.3.7 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.
- 2.3.8 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.9 The Company shall be indemnified and held harmless by the Customer against the following:
  - A. Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
  - B. All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

# 2.5 Terminal Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, key system or private branch exchange (PBX). Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

#### 2.6 Installation

By:

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

# 2.7 Payment for Service

# 2.7.1 Billing and Collection of Charges

- A. The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of regulatory agencies, including the Commission. Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Contested charges will be handled in accordance with the appropriate Commission rules. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Monthly invoices sent to the Customer are due nineteen (19) days from the date of the postmark on the bill. If the bill is not paid by the due date, it becomes past due and the account may be subject to disconnection. All amounts owed after the due date are subject to late payment penalty charges of 1.5% per month. The late payment fee will not be assessed on unpaid penalty charges and any payment received shall first be applied to any bill for services rendered.
- C. In no case shall service be actually disconnected until seven days after written notice has been given to the Customer.
- D. Returned Check Fee A return check charge will be assessed for checks returned for insufficient funds. The Company may waive the returned check fee under appropriate circumstances.

Per Returned Check Maximum Current \$75.00 \$25.00

- E. Customer Bills will be rendered pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.
- F. Adjustments to subscriber bills for local service will be made pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

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2134 W. Laburnum

Case No. 08-353-TP-ATA

2134 W. Laburnum Richmond, Virginia 23227

By:

#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Payment for Service, (Cont'd.)

By:

- 2.7.10 Billing and Collection of Charges, (Cont'd.)
  - G. If the Customer requests a duplicate bill, there is a charge for the processing and mailing of this request

Duplicate Bill Charge, Per Bill Maximum Current \$50.00 \$25.00

H. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department Public Utilities Commission of Ohio 180 East Broad Street, Tenth Floor Columbus, Ohio 43215-3793

Toll Free Telephone: 1-800-686-7826 TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:30 PM (EST) Weekdays or at www.PUCO.ohio.gov.

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 1-877-742-5622 From 8:00 AM to 5:00 PM (EST) weekdays or at www. pickocc.org.

I. If the service is disconnected by the Company (in accordance Section 2.11) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.11) and later restored, restoration of service will be subject to the nonrecurring rates in Section 4 of this tariff.

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#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

# 2.8 Deposits

To safeguard its interests, the Company may require a Customer to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. A deposit may be required if the Customer does not otherwise satisfactorily establish credit under the criteria set forth in pursuant to the Minimum Telephone Service Standards as codified Sections 4901:1-5 and of the Ohio Administrative Code. No such deposit will be required of a Customer that has established satisfactory credit. All deposits will be handled in accordance with Sections 4901:1-5 of the Ohio Administrative Code and 14. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

2.8.1 The deposit will not exceed an amount equal to two month's average monthly bill for all regulated local exchange services for the ensuing twelve months, plus thirty percent (30%) of estimated monthly recurring charges.

# 2.8.2 A deposit will be returned:

When an application for service has been canceled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.

Upon the discontinuance of service. The Company will refund the Subscriber's deposit or the balance in excess of unpaid bills for that service. At the option of the Company, such a deposit may be refunded or credited to the Subscriber at any time prior to the termination of the service.

2.8.3 The fact that a deposit has been made in no way relieves the Subscriber from complying with the regulation with respect to advance payments and the prompt payment of bills on presentation.

# 2.9 Cancellation by Customer

By:

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction. When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Carrier, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of the Company may cancel service by providing thirty (30) days' written notice to the Company. Customers are responsible for all charges, including fixed fees, which accrue up to the cancellation date.

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#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.10 Interconnection

By:

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service.

#### 2.11 Refusal or Discontinuance by Company

The Company may refuse or discontinue service in the following circumstances. Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or to remedy any deficiency. All notices given shall comply with the Commission rules.

- 2.11.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- 2.11.2 For the use of telephone service for any other property or purpose other than that described in the application.
- 2.11.3 For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's regulations or failure to meet the Company's credit requirements.
- 2.11.4 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company. Such action shall be taken only when corrective action negotiated between the Company and the Customer has failed to resolve the situation.
- 2.11.5 For non-compliance with and/or violation of the Commission regulations or the Company's rules and regulations on file with the Commission.
- 2.11.6 In the event of tampering with the equipment furnished and owned by the Company.
- 2.11.7 In the event of Customer use of equipment in such a manner as to adversely affect the Company's service to others. Such discontinuance of service may be made without notice if a dangerous condition relating to Company service exists which could subject any person to imminent harm or result in substantial damage to the property of the Company or others. In such case, the Company shall notify the Customer immediately in writing and, if possible, orally of the reasons for the termination or refusal.

#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

- 2.11 Refusal or Discontinuance by Company, (Cont'd.)
  - 2.11.8 In the event of unauthorized or fraudulent use of service. The Company may terminate service, pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code, if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
  - 2.11.9 For failure of the Customer to make proper application for service. A Customer who has complied with Commission regulations shall not be denied service for failure to comply with the Company's rules which have not been made effective in the manner prescribed by the Commission.
  - 2.11.10 For Customer's breach of the contract for service between the Company and the Customer.
  - 2.11.11 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
  - 2.11.12 The Company reserves the right to discontinue furnishing service or to limit the use of service when necessary due to conditions beyond its control or when the Customer is using service in violation of the law or provisions of this tariff.
  - 2.11.13 The Company, with written notification giving reason, may either suspend service or terminate the Customer's service without suspension or following a suspension of service, disconnect the service and remove any of its equipment from the Customer's premises upon:
    - A. Impersonation of another with fraudulent intent.
    - B. Nonpayment of any sum due the Company, as set forth in 2.11.14, 2.11.15, and 2.11.16 below.
    - C. Abuse or fraudulent use of service.

# SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

# 2.11 Refusal or Discontinuance by Company, (Cont'd.)

# 2.11.14 Discontinuance of Service

- A. For purposes of this section, all regulated telephone services provided by the Company, except toll services, shall be defined as local service.
- B. The Company may disconnect its Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider shall also conform to the minimum telephone service standards.

Disconnection notices issued by the Company and pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code, must inform the subscribers facing local service disconnection of the total amount which the subscriber would need to pay in order to avoid disconnection of local service. It must also inform the subscriber of the Company's legal obligation to provide "local only" service to Customers whose local services charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

- C. The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- D. Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first before being applied by the Company to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.
- E. Disconnection of Local Service will be conducted pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code.

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#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

# 2.12 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

# 2.13 Tests, Pilots, Promotional Campaigns and Contests

The Company may from time to time engage in special promotions of limited duration of its services offerings designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering. Waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per Customer basis during a 12-month period. Requests for promotional offerings will be presented to the Commission for its review in accordance with Commission Rules.

# 2.14 Interruption of Service

Interruptions of service and trouble reports are subject to the general liability provisions set forth in Section 2.3 herein and the provisions of the Commission.

# 2.15 Terms and Conditions

- 2.15.1 Service is provided on the basis of a minimum period of at least one month unless specified otherwise in this tariff. For the purpose of computing charges in this tariff or an applicable contract, a month is considered to have 30 days.
- 2.15.2 Customers may be required to enter into written service agreements 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 or an applicable contract. The Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.15.3 At the expiration of the initial term specified in each service agreement, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of the obligation to pay any charges incurred under the service order and this tariff or an applicable contract prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service agreement shall survive such termination.

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# SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

#### 2.16 Non-Routine Installation

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

# 2.17 Special Construction And Special Arrangements

- 2.17.1 Subject to the agreement of the Company and to all of the regulations contained in this tariff or any applicable contract, special construction and special arrangements may be undertaken on a reasonable effort basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this tariff or any applicable contract, or for the provision of service on an expedited basis or in some other manner different from the normal tariff or contract conditions. 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,
  - F. On a temporary basis until permanent facilities are available,
  - G. Involving abnormal costs, or
  - H. In advance of its normal construction.

# SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

- 2.17 Special Construction And Special Arrangements, (Cont'd.)
  - 2.17.2 Basis for Charges Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.
  - 2.17.3 Basis for Cost Computation The costs referred to in Section 2.17.2 preceding may include one or more of the following items to the extent they are applicable:
    - A. Nonrecurring charges will be developed based upon the installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs include: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
    - B. Monthly Recurring charges will be based upon the following costs: (i) cost of maintenance, (ii) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.
  - 2.17.4 Termination Liability To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer. The Customer will be notified of the termination liability provisions prior to installation.
    - A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
    - B. The maximum termination liability as determined in paragraph a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

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#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

- 2.17 Special Construction And Special Arrangements, (Cont'd.)
  - 2.17.5 Maintenance Charge A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.
- 2.18 Universal Emergency Telephone Number Service (911, E911)
  - 2.18.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
  - 2.18.2 911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.
  - 2.18.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating -station location are furnished to the Public Safety Answering Point.
  - 2.18.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or their apropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

# SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

- 2.18 Universal Emergency Telephone Number Service (911, E911), (Cont'd.)
  - 2.18.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

# 2.19 Resale and Sharing

# SECTION 2.19 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITY COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Public Utilities Commission of Ohio regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

Rates for Resale and Sharing Service are the same as the tariffed retail rates found in Section 7.0.

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#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

# 2.20 Service Provider Number Portability

SPNP-LRN depends on AIN/IN technology. LRN is a 10 digit number used to uniquely identify a switch that has ported numbers. The LRN for a particular switch must be a native NPA-NXX assigned to the local exchange provider for that switch and serves as a network address. Telecommunications Carriers routing telephone calls to an end-user that has ported their telephone number from one Telecommunications Carrier to another must perform a database query to obtain the LRN that corresponds to the dialed telephone number. The N-1 telecommunications provider (the next to the last terminating carrier) is responsible for determining the LRN for the call being terminated. The database query is performed for all calls where the NPA-NXX of the called number has been marked in the switch as portable. The Telecommunications Carrier routes the call to the appropriate Telecommunications Carrier based on the LRN.

Service Provider Number Portability (SPNP) is only available to telecommunication carriers for use in the provision of a telecommunications service as specified and to the extent required by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (Athe Act@) and the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio.

Service Provider Number Portability is a service arrangement provided by the Company to Telecommunication Carriers whereby a Customer, who switches subscription to local exchange service from the Company to a Telecommunication Carrier is permitted to retain for their use the existing Company assigned telephone number provided that the Customer's service location remains within the same Company rate center.

SPNP service is only available to Telecommunication Carriers.

SPNP service and facilities will only be provided where technically feasible, subject to the availability of facilities and pursuant to FCC Docket No. 95-116 and PUCO Case No. 95-845-TP-COI, and may only be furnished from properly equipped central offices. SPNP service and facilities are not offered for Mass-Calling NXX Codes, NXX Codes 555, 976 and 960.

General Regulations as found in this Tariff apply to this Section unless otherwise specified in this Section. The term ACustomer@, which appears herein, is the equivalent of the term Atelecommunication carrier@ as used in this Section.

Telecommunication Carriers will be assessed Local Number Portability (LNP) Query Charges as defined in the Company's FCC Access Services Tariff, as SPNP-LRN becomes available in an area if the Company performs an LNP database query on behalf of the Telecommunications Carrier.

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# SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

# 2.20 Service Provider Number Portability, (Cont'd.)

Interim Arrangements (SPNP-Remote and SPNP-Direct) are only available to Telecommunications Carriers in areas where SPNP-Location Routing Number (LRN) is not available. Telecommunications Carriers shall migrate from Interim Arrangements to SPNP-LRN as soon as practicable, but no later than 120 days from the last day which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area (MSA). Requests for Interim Arrangements will also not be processed after the last days which the FCC has mandated SPNP-LRN be available in a particular Metropolitan Statistical Area. (MSA). The parties shall provide long-term number portability to each other in accordance with rules and regulations prescribed by the FCC and/or the PUCO.

# 2.20.1 Responsibilities of the Company

By:

The Company's sole responsibility is to comply with the service request it receives from the Telecommunication Carrier and to provide SPNP in accordance with its tariff. In the event that the Company becomes aware that a dispute or discrepancy may have occurred, it may insist that the Telecommunication Carrier provide to the Company a signed letter of authorization from the end-user. The Company is not responsible for the allocation of charges for resold or shared SPNP service or for misdialed calls.

# 2.20.2 Responsibilities of the Telecommunication Carrier

The Telecommunication Carrier is solely responsible to obtain a signed letter of authorization from the end-user for the handling of the disconnection of the end-user's service with the Company, the provision of service by the Telecommunication Carrier and the provision of SPNP service. Should a dispute or discrepancy arise regarding the authority of a Telecommunication Carrier to act on behalf of the end-user, the Telecommunication Carrier is responsible for providing a signed letter of authorization, to the Company. In the event that the Telecommunication Carrier is unable to provide such authorization, the Company may either refuse to disconnect the end-user's service and establish SPNP service are requested by the Telecommunication Carrier or, where the conversion from en-user to SPNP service has already occurred, my choose to restore the end-user's prior service with the Company and terminate the SPNP service for that particular end-user. In such event, the Telecommunication Carrier is responsible to compensate the Company for its cancellation costs if the end-user's service had not been disconnected and SPNP service had not yet been established or to pay all applicable restoral costs for terminating the SPNP service and restoring the end-user's prior service with the Company.

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#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

- 2.20 Service Provider Number Portability, (Cont'd.)
  - 2.20.2 Responsibilities of the Telecommunication Carrier, (Cont'd.)

The Telecommunication Carrier is responsible for coordinating the provision of service with the Company to assure that its switch is capable of accepting SPNP ported traffic.

The Telecommunication Carrier is solely responsible to provide equipments and facilities that are compatible with the Company's service parameters, interfaces, equipment and facilities. The Telecommunication Carrier is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment or service of the Company or any of its end-users. In the event that the Company determines in its sole judgment that Telecommunication Carrier will likely impair or is impairing, or interfering with any equipment, facility or service of the Company or any of its end-users, the Company may either refuse to provide SPNP service or terminate it in accordance with other provisions of the Company's tariff.

The Telecommunication Carrier is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP service for which it is not presently providing local exchange service or terminating to an end-user.

The Telecommunication Carrier is responsible for designating to the Company at the time of its initial service request for SPNP service one for the following options for the handling and processing of Calling Card, Collect, third party, and other operator handled non-sent paid calls from or to SPNP assigned telephone numbers: (1) the Connecting-Carrier may request that the Company block all such calls; (2) the Telecommunication Carrier may accept billing from the Company for such calls; or (3) the Telecommunication Carrier may negotiate a separate, detariffed billing and collection agreement with the Company establishing the calling handling, processing and billing responsibilities of the parties.

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#### SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

# 2.20 Service Provider Number Portability, (Cont'd.)

# 2.20.4 Limitations of Service

The Company is not responsible for adverse effects on any service, facility or equipment from the use of SPNP service.

End-to-end transmission characteristics may vary depending o the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by the Company for such calls.

The Company is not responsible to the Telecommunication Carrier if necessary changes in protection criteria or in any of the facilities, operation, or procedures of the Company renders any facilities provided by a Telecommunication Carrier obsolete or renders modification of the Telecommunication Carrier's equipment necessary except as otherwise required by the Public Utilities Commission of Ohio.

# 2.21 Service Quality

The Company will adhere to minimum service quality and service levels pursuant to the Minimum Telephone Service Standards as codified chapter 4901:1-5 of the Ohio Administrative Code

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#### SECTION 3.0 - EXCHANGE SERVICE AREAS

# 3.1 Exchange Service Areas

By:

The Company provides Local Exchange Services, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC:

#### AT&T Ohio

The Company concurs in the exchange, rate class, local calling area, and zone designations specified in the relevant ILEC's Local Exchange Services Tariffs of AT&T Ohio. The Company does not concur in the rates of the ILEC. The Company's rates are set out in this tariff.

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#### SECTION 4 – NONRECURRING SERVICE CHARGES

## 4.2 Nonrecurring Charges

By:

## 4.2.1 Nonrecurring Service Charges

Unless otherwise specified with the service description, the following Nonrecurring Service Charges apply to all services. Nonrecurring Service Charges are billed on the next month's bill immediately following work performed by the Company. Nonrecurring Charges apply to processing service orders for new service, changes in service, additions or changes to features, for line disconnections, restoration of service. Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises. The following Nonrecurring Charges apply unless specifically listed otherwise with the the service description.

# A. Nonrecurring Charges - Tier 1 Services

The following Nonrecurring Charges are applicable to Tier 1 Services.

Residential	<u>Maximum</u>	Current
Service Order Charge, Per Account	\$ 32.00	\$17.65
Central Office Connection Charge Per Line	\$ 16.00	\$ 8.25
Line Connection Charge Per Line	\$ 20.00	\$10.60
Change in Service Charge		
Simple Per Account	\$ 18.00	\$ 9.30
Complex Per Account	\$ 56.00	\$28.85
Add or Change Line Features Per Line	\$ 14.00	\$ 6.00
Business		
Service Order Charge, Per Account	<u>Maximum</u>	Current
Simple Per Account	\$ 52.00	\$25.50
Complex Per Account	\$ 80.00	\$15.85
Central Office Connection Charge		
Simple Per Line	\$ 26.00	\$13.00
Complex Per Line	\$ 34.00	\$17.00
Line Connection Charge		
Simple Per Line	\$ 48.00	\$21.38
Complex Per Line	\$ 32.00	\$17.38
Change in service Charge		
Simple Per Account	\$ 18.00	\$ 9.30
Complex Per Account	\$ 56.00	\$35.00
Add or Change Line Features Per Line	\$ 14.00	\$ 7.40

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# LOCAL EXCHANGE SERVICES

## SECTION 4 – NONRECURRING SERVICE CHARGES, (Cont'd.)

4.2 Nonrecurring Charges, (Cont'd.)

By:

- 4.2.1 Nonrecurring Service Charges, (Cont'd.)
  - B. Nonrecurring Charges Tier 2 Services

The following Service Order Nonrecurring Charges are applicable to Tier 2 Services.

Residential	Current
Line Installation/Move/Add, Per Line	\$55.00
Line Change Charge, Per Line	\$25.00
Add or Change Feature Charge, Per Line	\$25.00

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# LOCAL EXCHANGE SERVICES

## SECTION 4 – NONRECURRING SERVICE CHARGES, (Cont'd.)

## 4.2 Nonrecurring Charges, (Cont'd.)

## 4.2.2 Service Restoral

By:

A Service Restoral charge applies when service is reconnected after suspension or disconnection. The Service Restoral charge applies in addition to all other applicable charges.

## A. Service Restoral Charge - Tier 1 Services

The following Service Restoral Charges are applicable to Tier 1 Services.

	Per O	ccurrence
Residential	<u>Maximum</u>	Current
Simple, Per Line	\$ 60.00	\$32.30
Complex, Per Line	\$120.00	\$26.55
Business:		
Simple, Per Line	\$ 60.00	\$50.00
Complex, Per Line	\$160.00	\$50.00

## B. Service Restoral Charge - Tier 2 Services

The following Service Restoral Charges are applicable to Tier 2 Services.

	Per Occurrence
Residential	<u>Current</u>
Per Line	\$50.00

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#### LOCAL EXCHANGE SERVICES

## SECTION 4 - NONRECURRING SERVICE CHARGES, (Cont'd.)

#### 4.2 Nonrecurring Charges, (Cont'd.)

#### Maintenance Visit Charges – Premises Visit

#### A. Description

Maintenance Visit Charges – Premises Visit apply when the Company dispatches personnel to a business or residential Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities. The Customer will be advised, before a visit of the possibility of a premises charge. The Customer will also be advised to check the Network Interface Device (NID) in accordance with PUCO Case No. 86-927-TP-COI. Lastly, the Customer will be advised that if a NID is not in place and the Company cannot ascertain with certainty that the service difficulty is located on the Customer's side of the demarcation point, the Company is required to come to the location at no charge to diagnose the problem and install a NID, at no charge during this premises visit.

#### В. Rates and Charges

	Maximum	Current
First 60 Minutes or fraction thereof	\$120.00	\$120.00
Each Add'l 15 minutes or fraction thereof	\$ 30.00	\$ 30.00

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#### SECTION 4 – NONRECURRING SERVICE CHARGES, (Cont'd.)

## 4.2 Nonrecurring Charges, (Cont'd.)

## 4.2.4 Presubscribed Carrier Change Charge

## A. Description

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

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 30 calendar days in which to inform the Company of an intraLATA and/or interLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for toll carrier(s), the Customer will not have a presubscribed toll carrier, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll presubscription within the 30day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a presubscription change at any time subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available carriers to aid the Customer in selection.

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## LOCAL EXCHANGE SERVICES

## SECTION 4 – NONRECURRING SERVICE CHARGES, (Cont'd.)

- 4.2 Nonrecurring Charges, (Cont'd.)
  - 4.2.4 Presubscribed Carrier Change Charge, (Cont'd.)
    - Description, (Cont'd.) A.

After a Customer's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply.

- The charge shall be no greater than those set forth below, unless modified by 1. a Company-specific Commission-approved tariff.
- 2. If the Customer changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.
- B. Rates and Charges
  - 1. Presubscription-2\_(PIC)

Per PIC Change, Per Line:

Manual Process	Maximum \$5.00	<u>Current</u> \$5.00
Electronic Process	\$1.25	\$1.25

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#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES

#### 5.1 Basic Network Switched Service

#### 5.1.1 General Description

A. Basic Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Basic Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Basic Network Switched Service provides a Customer with a connection to the Company's switching network which enables the Customer to:

- Receive calls from other stations on the public switched telephone network;
- Access the Company's local calling service;
- Access the Company's (or its underlying carrier's) operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- Access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 101XXXX).

Business and Residential Lines are provided for connection to Customer-provided terminal equipment. Nonrecurring, recurring, and usage charges apply as described herein.

The local calling area (i.e, exchange and EAS calling) mirrors the local calling area for basic local exchange service provided by the incumbent local exchange company for the same exchange.

A white pages standard directory listing is included with each unit of wireline service.

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## SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.1 General Description, (Cont'd.)
    - B. Residential Local Service Bundles<sup>1</sup> that include unlimited local usage are restricted to residential voice applications only. No commercial use of any form is permitted for such unlimited offerings. Usage for dial-up internet access, data and fax-type applications and other non-voice uses is not permitted.

If, at any time, the Company determines\* that the Customer is using the service in violation of this Section, the Customer will be given seven (7) days written notice to contact the Company with regard to the usage data gathered. If no contact has been made to the Company within the specified period, the Customer's account will be blocked for outgoing long distance calls, and all local usage associated with non-voice applications will be assessed the local message rate set forth in Section 5.1.2. This remedy will continue until the Customer elects to change to another LDMI service plan, which does not include unlimited local or long distance calling calling. The Customer would no longer be eligible to subscribe to an unlimited calling plan offerd by the Company

Residential accounts are limited to a maximum of ten (10) access lines.

\* High usage accounts associated with an unlimited long distance usage plan will be subject to periodic review by the Company. Each account selected for further review will be analyzed as follows: (1) The Company will track frequently dialed numbers and duration of calls. If many different numbers are being dialed for periods of seconds, use of an auto-dialer is suspected and called numbers will be sampled for such usage; (2) The Company will test call frequently dialed numbers to listen for data recipient. If data is heard, use of Internet and/or facsimile is positively identified.

<sup>1</sup> This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

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Richmond, Virginia 23227

April 10, 2008

#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.1 General Description, (Cont'd.)
    - C. Business Local Service Bundles<sup>1</sup> that include unlimited local usage are restricted to voice applications only. Usage associated with auto-dialers, dial-up internet access, data and fax-type applications and other non-voice uses is not permitted.

If, at any time, the Company determines\* that the Customer is using the service in violation of this Section, the Customer will be given seven (7) days written notice to contact the Company with regard to the usage data gathered. If no contact has been made to the Company within the specified period, the Customer's account will be blocked for outgoing long distance calls, and all local usage associated with non-voice applications will be assessed the local message rate set forth in Section 5.1.2. This remedy will continue until the Customer elects to change to another LDMI service plan, which does not include unlimited local or long distance calling. The Customer would no longer be eligible to subscribe to an LDMI unlimited calling plan.

\* High usage accounts associated with an unlimited long distance usage plan will be subject to periodic review by the Company. Each account selected for further review will be analyzed as follows: (1) The Company will track frequently dialed numbers and duration of calls. If many different numbers are being dialed for periods of seconds, use of an auto-dialer is suspected and called numbers will be sampled for such usage; (2) The Company will test call frequently dialed numbers to listen for data recipient. If data is heard, use of Internet and/or facsimile is positively identified.

<sup>1</sup> This Service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

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#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.1 General Description, (Cont'd.)
    - D. Timing of Calls

Where applicable, the following rate period and timing parameters apply:

- 1. Initial Period The initial period is the length of a call for minimum billing purposes. The initial period varies by rate schedule and is specified in individual product rates sections of this tariff.
- 2. Additional Period The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in the individual product rates sections of this tariff.
- 3. Chargeable time for all calls ends when one of the parties disconnects from the call.
- 4. Time of day designations are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.

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#### LOCAL EXCHANGE SERVICES

## SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.2 Basic Business Service
    - A. Basic Business Line Enhanced
      - 1. Description and Availability

Basic Business Line Enhanced is available only to on-net business Customers and provides the functions described in Section 5.1.1.A at rates set forth in Section 5.1.2.A.3.

2. Calling Features

A Basic Business Line Enhanced on-net Customer may subscribe to any and all optional calling features available in their serving area. A separate charge is assessed for each feature at rates set forth in Section 5.2.4 or in the Company's Price List No.1.

- 3. Rates and Charges
  - a. Nonrecurring rates apply, as set forth in Section 4.1.
  - b. Monthly Recurring Charge

Per Line, Per Month: Maximum Rate 50.00 S50.00

c. Local Usage Charge Per Message

 $\begin{array}{ccc} & \underline{\text{Maximum Rate}} & \underline{\text{Current}} \\ \text{Per Message:} & \$0.1650 & \$0.0825 \end{array}$ 

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By:

#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.2 Basic Business Service (Cont'd.)
    - B. Off-Net Basic Business Line
      - 1. Description and Availability

Off-Net Basic Business Line is available only to business Customers of record who subscribe to one of the Company's local business offerings as of March 2, 2005. Off-Net Basic Business Line provides the functions described in Section 5.1.1.A at rates set forth in Section 5.1.2.B.3. Off-Net Basic Business Line is available for the following:

- a. New off-net line(s) added to the Customer's existing account;
- b. Existing line(s) moved to a new off-net location.
- 2. Calling Features

A Customer who subscribes to Off-Net Basic Business Line service may subscribe to any and all optional calling features available in their serving area. A separate charge is assessed for each feature at rates set forth in Section 5.2.4 or in the Company's Price List No. 1.

- 3. Rates and Charges
  - a. Nonrecurring rates apply, as set forth in Section 4.1.
  - b. Monthly Recurring Charge

Per Line, Per Month Maximum Current \$100.00 \$52.00

c. Local Usage Charge Per Message

Maximum Rate Current Per Message \$0.1650 \$0.0825

\*Off-Net Basic Business Line is available only to business Customers of record who subscribe to one of the Company's local business offerings as of March 2, 2005.

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By:

## SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.2 Basic Business Service, (Cont'd.)
    - C. Grandfathered Business Service \*
      - 1. Monthly Recurring Charges

The following access areas, i.e, rate schedule groups, are based on access areas as defined in Section 3. Volume discounts are available.

	<u>Maximum</u>		
	Access Areas		
	В	C	D
Business Line, without Hunting	\$60.00	\$64.00	\$65.00
Business Line, with Hunting	\$70.00	\$64.00	\$65.00
Business Trunk, with Hunting	\$70.00	\$75.00	\$77.00
		<u>Current</u>	
		Access Areas	
	В	C	D
Business Line, without Hunting	\$17.00	\$19.00	\$21.25
Business Line, with Hunting	\$20.45	\$22.45	\$24.70
Business Trunk, with Hunting	\$20.45	\$22.45	\$24.70

## 2. Per Message Charges – Message Service

A Per Message Charge applies when the Customer exceeds the monthly message allowance per business line/trunk.

Business Customers have a monthly call allowance of 73 messages.

Per message, in excess of the	<u>Maximum</u>	Current
Monthly Call Allowance	\$0.3000	\$0.0750

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By:

<sup>\*</sup> Effective June 3, 2005, this service is grandfathered and is available only to existing customers at existing locations.

#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.2 Basic Business Service, (Cont'd.)
    - D. Value Rate \*
      - 1. Availability

The Value Rate is available only to former customers of Mpower Communications Corp. ("Mpower") who were obtained through LDMI's purchase of Mpower's business and assets in Ohio and who received service as of October 31, 2004, under Mpower's Ohio P.U.C. No.1, as adopted by LDMI Telecommunications, Inc. pursuant to PUCO Case No. 03-436-TP-ATR.

# 2. Description

The Value Rate includes a basic local line, an allotment of calls within the Customer's Local Calling Area for a fixed monthly charge per line. The local call allotment is applied on an account level basis to the combined lines billed to a particular account. Local usage that exceeds the specified allotment are billed separately. Calling features are also billed separately.

Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff apply.

This service may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling method.

\*The Value Rate is available only to former Customers of Mpower Communications Corp. ("Mpower") who were obtained through LDMI's purchase of Mpower's business and assets in Ohio and who received service as of October 31, 2004, under Mpower's Ohio P.U.C. No.1, as adopted by LDMI Telecommunications, Inc. pursuant to PUCO Case No. 03-436-TP-ATR.

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By:

# SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.2 Basic Business Service, (Cont'd.)
    - D. Value Rate, \* (Cont'd.)
      - 3. Rate and Charges
        - (a) Monthly Recurring Rate per Line:

Standard Lines \$21.00 Remote Call Forwarding Lines \$16.25

(b) Allotments and Overage Rates:

Local Call Allotment, Per Account Per Month	Standard Lines 2,500 Calls	Remote Call Forwarding Lines 0 Calls
Price for Local Calls	\$0.045	\$0.075
Exceeding Allotment	per Call	per Call
IntraLATA Usage Allotment,	2,500	0
Per Account Per Month	Minutes	Minutes
Price for IntraLata Calls	\$0.035 per	\$.035
Exceeding Allotment	Minute	per Minute

(c) Calling Feature Rates Applicable to Non-Centrex Customers

Monthly Rate per Line Per Activated Feature in Service as of October 31, 2004 \$3

\$3.00\*\*

\*The Value Rate is available only to former Customers of Mpower Communications Corp. ("Mpower") who were obtained through LDMI's purchase of Mpower's business and assets in Ohio and who received service as of October 31, 2004, under Mpower's Ohio P.U.C. No.1, as adopted by LDMI Telecommunications, Inc. pursuant to PUCO Case No. 03-436-TP-ATR.

\*\* Any new features added by Customer after October 31, 2004 will be billed at the rates set forth in Section 7.2.

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## SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.3 Grandfathered Residential Basic Services \*
    - A. Monthly Recurring Charges
      - 1. The following access areas, i.e, rate schedule groups, are based on access areas as defined in Section 3. Volume discounts are available.

	<u>Maximum</u>		
	Access Areas		
	В	C	D
Residential - Message	\$22.00	\$22.00	\$22.00
Residential - Flat Rate	\$40.00	\$40.00	\$40.00
		<u>Current</u>	
		Access Areas	
	В	C	D
Residential - Message	\$ 6.40	\$ 6.40	\$ 6.40
Residential - Flat Rate	\$13.70	\$13.70	\$13.70

2. Per Message Charges – Message Service

A Per Message Charge applies when the Customer exceeds the monthly message allowance per business line/trunk.

Residential Customers have a monthly call allowance of 30 messages.

Per message, in excess of the	<u>Maximum</u>	<u>Current</u>
Monthly Call Allowance	\$0.3000	\$0.0750

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<sup>\*</sup>Effective June 3, 2005, these services are grandfathered and available only to existing customers at existing locations.

#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

#### 5.1 Basic Network Switched Service, (Cont'd.)

#### 5.1.4 Residential Local Service Bundles

## A. General Description

The following local service bundles are available to residential Customers only. Unless otherwise specified in this section, terms and conditions for these services as described in this tariff will apply. Per line Nonrecurring Charges as specified in Section 4 of this tariff apply. Where a Customer is converting existing LDMI service to a Residential Bundle, or a Customer is converting existing ILEC service to an LDMI Residential Bundle, these nonrecurring charges will be waived. Migration from one service bundle to another will result in a \$7.50 nonrecurring charge.

#### B. Additional Lines

Additional Line service is only available to residential Customers who purchase, on a continuing basis, a primary local exchange service line provided by LDMI. Primary local exchange service lines are any lines that have not been designated herein as additional or secondary lines.

#### C. Essential Choice Enhanced \*

## 1. Description

The Essential Choice Enhanced local service bundle is available to on-net residential Customers only.

Essential Choice Enhanced includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Essential Choice Enhanced includes specified features, including Call waiting and Caller.

#### 2. Rates and Charges

By:

Monthly Recurring and Nonrecurring Charges apply.

\*Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in a "Per Use". Caller ID is not available in all areas.

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<sup>\*</sup> This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.4 Residential Local Service Bundles, (Cont'd.)
    - D. Ultimate Choice Enhanced \*
      - 1. Description

Ultimate Choice Enhanced is available to on-net residential Customers and includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Ultimate Choice Enhanced In addition, Essential Choice Enhanced specified optional calling features, including the regulated features - Call Waiting and Caller ID

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

\*Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in a "Per Use". Caller ID is not available in all areas.

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<sup>\*</sup> This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

## LOCAL EXCHANGE SERVICES

#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - Residential Local Service Bundles, (Cont'd.)
    - Coast-to-Coast Enhanced \* E.
      - 1. Description

The Coast-to-Coast Enhanced bundle is available to on-net residential Customers only. Where a Customer is converting existing LDMI service to Coast-to-Coast, or a Customer is converting existing ILEC service to Coastto-Coast, these nonrecurring charges will be waived.

Coast-to-Coast Enhanced includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, Coast-to-Coast specified optional calling features, including the regulated features - Call Waiting, Repeat Dialing and Caller ID.

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

\*Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in a"Per Use". Caller ID is not available in all areas.

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By:

<sup>\*</sup> This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.4 Residential Local Service Bundles, (Cont'd.)
    - F. Ultimate Choice International 2005 Enhanced \*
      - 1. Description

Ultimate Choice – International 2005 Enhanced bundle is available to on-net residential Customers only. The bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition, the Ultimate Choice – International 2005 Enhanced bundle specified optional calling features, including the regulated features - Call Waiting and Caller ID

2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

\* Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in a "Per Use". Caller ID is not available in all areas.

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#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.4 Residential Local Service Bundles, (Cont'd.)
    - G. Coast-to-Coast International 2005 Enhanced \*
      - 1. Description

The Coast-to-Coast – International 2005 Enhanced bundle is available to onnet residential Customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations.

The Coast-to-Coast – International 2005 Enhanced bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition to various unregulated features, the regulated features (subject to availability in the Customer's area) included with the Bundle are as follows:

- Call Waiting
- Repeat Dialing
- Caller ID\*
- 2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

\*Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in a"Per Use". Caller ID is not available in all areas.

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# SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.4 Residential Local Service Bundles, (Cont'd.)
    - H. Essential Local\*\* +
      - 1. Description

Essential Local combines basic residential local exchange and various unregulated fetures, the regulated features (subject to availability in the Customer's area) included with the Bundle are as follows:

- Unlimited Local Calling
- Caller ID on primary line\*
- Call Waiting
- \* Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.
- 2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

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<sup>\*\*</sup> Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations.

<sup>+</sup> This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

# SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.4 Residential Local Service Bundles, (Cont'd.)
    - I. Ultimate Choice\*\* +
      - 1. Description

Ultimate Choice includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition to various unregulated features, the regulated feature (subject to availability in the Customer's area) included with the Bundle are as follows:

- Caller ID Number \*
- \* Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.
- 2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

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<sup>\*\*</sup> Effective April 25, 2005, this service is grandfathered and is available only to existing Customers at existing locations

<sup>+</sup> This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.4 Residential Local Service Bundles, (Cont'd.)
    - J. Coast-to-Coast Bundle\*\* +
      - 1. Description

The LDMI Coast-to-Coast bundle is available to residential Customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations. Where a Customer is converting existing LDMI service to Coast-to-Coast, or a Customer is converting existing ILEC service to Coast-to-Coast, these nonrecurring charges will be waived. Migration from one service bundle to another will result in a \$7.50 nonrecurring charge.

Coast-to-Coast includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition to various unregulated features, the regulated features (subject to availability in the Customer's area) included with the Bundle are as follows:

- Call Waiting
- Caller ID \*
- Repeat Dialing
- \* Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.
- 2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

+ This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

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#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.4 Residential Local Service Bundles, (Cont'd.)
    - K. Ultimate Choice International 2005\*\* +
      - 1. Description

Ultimate Choice – International 2005 bundle is available to residential Customers only. The bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area. In addition to various unregulated features, the regulated features (subject to availability in the Customer's area) included with the Bundle are as follows:

- Caller ID \*
- Call Waiting
- \* Caller ID Customer premises equipment must be connected to the primary line; usage on any secondary lines which do not have the unlimited Caller ID feature will result in charge of \$0.95 per use. Caller ID is not available in all areas.
- 2. Rates and Charges

Monthly Recurring and Nonrecurring Charges apply.

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<sup>+</sup> This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.1 Basic Network Switched Service, (Cont'd.)
  - 5.1.4 Residential Local Service Bundles, (Cont'd.)
    - L. Coast-to-Coast International 2005\*\* +
      - 1. Description

The Coast-to-Coast – International 2005 bundle is available to residential Customers only. Unless otherwise specified in this section, terms and conditions for like services or service elements described elsewhere in this tariff would apply. Per line nonrecurring charges identified in this tariff apply for all new installations. Where a Customer is converting existing LDMI service to the Coast-to-Coast – International 2005 bundle, or a Customer is converting existing ILEC service to the Coast-to-Coast – International 2005 bundle, these nonrecurring charges will be waived. Migration from one service bundle to another will result in a \$7.50 nonrecurring charge.

The Coast-to-Coast – International 2005 bundle includes a basic residential local line with no set maximum on the number of local calls allowed per month. Local Calling Service is limited to points within the Customer's Local Calling Area In addition to various unregulated features, the regulated features (subject to availability in the Customer's area) included with the Bundle are as follows:

- Call Waiting
- Caller ID \*
- Repeat Dialing
- 2. Rates and Charges

By:

Monthly Recurring and Nonrecurring Charges apply.

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<sup>+</sup> This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

## 5.2 Optional Calling Features

## 5.2.1 Description

The features in this Section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases. Central Office Calling Features are optional features of central office services furnished to individual line end users. The Company may furnish Central Office Calling Features where there is available central office equipment with the proper program updates as determined by the Company. Central Office Calling Features are only provided for basic access line services. The Customer will be billed a Service Order charge for each change or set-up of each occurrence a feature or group of features is added to the Customer's service. Multi-feature discounts are available.

#### 5.2.2 Definition of Line Features

Anonymous Call Rejection - Allows a Customer to redirect incoming calls to an announcement indicating that the Customer is not presently accepting calls. This feature is provided automatically to Customers subscribing to Caller ID, Caller ID with Name, Call Waiting ID, and Call Waiting ID with Name and will be provided in the inactive state and will have no effect on the Customer's telephone service until the Customer activates it through the use of a dialing code.

Speed Dial 8 - Allows placing calls to eight (8) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Speed Dial 30 - Allows placing calls to thirty (30) other phone numbers by dialing a one or two digit code rather than the complete phone number.

Call Return/Automatic Call Back - Allows the subscriber to automatically redial the number of the last incoming call whether answered or not.

Caller ID - Allows the subscriber to view the listed telephone number from which the incoming call is dialed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls.

Caller ID with Name - Allows subscriber to view listed name associated with the telephone number before the phone is answered. This feature is only offered to Customers who subscribe to Caller ID.

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#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

## 5.2 Optional Calling Features, (Cont'd.)

By:

#### 5.2.2 Definition of Line Features, (Cont'd.)

Touch-Tone Service - Provides for the origination of calls by means of instruments equipped for tone-type address signaling and special central office facilities.

Three Way Calling/Call Hold - The Three Way Calling feature allows a Customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a Customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the Customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

Call Forwarding Variable - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding/Busy Line Transfer B This feature automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Call Forwarding/Alternative Answering - This feature automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Waiting/Cancel Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

#### 5.2 Optional Calling Features, (Cont'd.)

#### 5.2.2 Definition of Line Features, (Cont'd.)

Hunting B Line hunting which is provided subject to the availability of suitable central office facilities is an arrangement that groups together two or more main telephone exchange lines or trunks from the same central office so that incoming calls are automatically switched from the initial line, if in use, to the first non-busy line.

Repeat Dialing - The Automatic Redial feature allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

Repeat Dialing feature also allows Customers, having reached a busy number, to dial a code before hanging up. Repeat Dialing feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the Customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be accessed with Repeat Dialing:

- Calls to Toll Free 8XX Service numbers
- Calls to 900 and 976 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

By:

Easy Call B Provides for the automatic dialing of a dialable telephone number in the event that the Customer's line is taken off-hook and dialing does not commence within a determined interval, usually seven seconds.

Customer Control Option B This feature is available with Call Forwarding/Busy Line Transfer and Alternative Answering. This feature allows the Customer to activate/deactivate the associated feature and to change the telephone numbers to which calls are set to forward.

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#### SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

## 5.2 Optional Calling Features, (Cont'd.)

#### 5.2.2 Definition of Line Features, (Cont'd.)

Call Screening B This feature allows Customers to designate up to ten telephone numbers which incoming calls will be automatically completed to a prerecorded announcement circuit which will indicate that calls are not being taken at this time.

Call Trace - Allows a Customer to dial a code to automatically request that the Company or specified Utility record a caller's originating telephone number and the date and time of the call as well as the date and time the Customer initiated trace. The information is disclosed only to a law enforcement agency for investigation purposes.

Special Ring 2 - Allows the subscriber to have as many as two different telephone numbers associated with a single line without adding a second access line. A Distinct ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls.

Special Ring 3 - Allows the subscriber to have as many as three different telephone numbers associated with a single line without adding a second or third access line. A Distinct ringing will be provided for each of the additional telephone numbers to facilitate identification of incoming calls.

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#### SECTION 4 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.2 Optional Calling Features, (Cont'd.)
  - .2.3 Customer Local Area Signaling Services (CLASS) Blocking
    - A. Per Call Number Blocking (Calling number delivery blocking)

This blocking enables Customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing \*67 from a touch-tone phone, or 1167 from a rotary dial phone, to activate the block. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Call Blocking will be provided on a universal basis to all eligible Customers. All public and semi-public payphones of the Company will be equipped with Per Call Blocking. This service will be provided free of charge.

B. Per Line Number Blocking (Calling Number Delivery Suppression)

This blocking enables Customers to prevent the disclosure of their telephone number on all outgoing calls, without the necessity of an activation code. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Line Blocking will be provided at no monthly charge on an optional basis to private and semi-private Customers at their discretion. To deactivate the privacy status, the Customer must dial \*82 from a touch-tone phone or 1182 from a rotary dial phone before placing a call. After completion of the call, the line reverts back to the privacy status. Law Enforcement, Domestic Shelters and other special agencies will be offered free Per Line Number Blocking.

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## SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.2 Optional Calling Features, (Cont'd.)
  - 5.2.4 Rates and Charges
    - A. Nonrecurring Charges

Nonrecuring Charges as specified in Section 4.1.1 apply.

- B. Monthly Recurring Charges
  - 1. Residential Monthly Recurring Charges:

Custom Calling Features		Current
Call Waiting		\$5.00
Advanced Custom Calling Features	Maximum	Current
Caller ID	\$25.00	\$7.00
Call Trace, Per Successful Trace*	\$25.00	\$5.00*
Per Line Number Blocking	N/A	\$0.92

<sup>\*</sup>Only available on a Per Use Basis.

By:

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## SECTION 5 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

- 5.2 Optional Calling Features, (Cont'd.)
  - 5.2.4 Rates and Charges, (Cont'd.)
    - B. Monthly Recurring Charges, (Cont'd.)
      - 2. Business Monthly Recurring Charges

Custom Calling Features Call Waiting		<u>Current</u> \$7.00
Advanced Custom Calling Features	Maximum	Current
Caller ID Call Trace, Per Successful Trace*	\$35.00 \$35.00	\$8.00 \$5.00*
Per Line Number Blocking	N/A	\$2.00

<sup>\*</sup>Only available on a Per Use Basis.

By:

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#### SECTION 6 – MISCELLANEOUS SERVICES

# 6.1 Local Operator Services

By:

#### 6.1.1 Description

Local Operator Services allow Customer to place calls using operator assistance for call completion or billing. The Company shall not bill the Customer for any surcharges or fees imposed by a third party.

## 6.1.2 Per Call Service Charges

Station to Station	Current
Billed to Calling Card – Automated	\$0.50
Billed to Calling Card-Operator Assisted	\$1.25
Collect	\$1.10
Billed to Third Party	\$1.50
Person to Person	\$3.00

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#### SECTION 6 – MISCELLANEOUS SERVICES, (Cont'd.)

## 6.2 Busy Line Verify and Line Interrupt Service

# 6.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit. The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

- The operator will determine if the line is clear or in use and report to the calling party.
- The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

#### A. A charge applies when:

- 1. The operator verifies that the line is busy with a call in progress.
- 2. The operator verifies that the line is available for incoming calls.
- 3. The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption

## B. No charge applies when:

- 1. The calling party advises that the call is to or from an official public emergency agency.
- 2. Under conditions other than those specified in A. preceding.

#### 6.2.2 Charge per Request

By:

Busy Line Verity Service, Per Request	Current
Business	\$1.20
Residential	\$1.00
Busy Line Interrupt Service, Per Request	
Business	\$1.30
Residential	\$1.30

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# SECTION 6 – MISCELLANEOUS SERVICES, (Cont'd.)

#### 6.3 **Directory Assistance**

#### Description 6.3.1

The Customer may request a maximum of two telephone numbers per call to Directory Assistance Service. The Directory Assistance charge applies regardless of whether the operator is able to supply the requested number.

6.3.2 Rates and Charges

> Current \$1.25

Per Call to Directory Assistance

**Directory Assistance Call Completion** 

#### 6.4.1 Description

6.4

Directory Assistance Call Completion is a service available to Customers who call the Directory Assistance Operator. After the operator provides the requested number, the operator will request whether the Customer wishes the operator to complete the call to the requested number. A charge will apply if the operator completes the call.

6.4.2 Rates and Charges

Current

Per Completed Call

\$0.75

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By:

## SECTION 6 – MISCELLANEOUS SERVICES, (Cont'd.)

# 6.5 Directory Listings

#### 6.5.1 Description

The Company shall arrange, at no charge, for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge. Specialized listing options are also available.

Listings are intended solely for the purpose of identifying subscribers telephone numbers, and as an aid to the use of telephone service. The listings of subscribers are arranged alphabetically and are not intended for special prominence of arrangement.

Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgement, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or are otherwise deemed inappropriate or problematic.

Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

#### 6.5.2 Rates and Charges

By:

# A. Monthly Recurring Charges

Initial Listing No.	<u>Current</u> No Charge	
Additional Listing Charge		
Business \$2	99	
Residential \$2	.99	

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## SECTION 6 – MISCELLANEOUS SERVICES, (Cont'd.)

#### 6.6 Non-Published Service

#### 6.6.1 Description

Non-Published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E9ll service, where applicable.

The Company will complete calls to a Non-Published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to another party. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service and provide the Customer a new non-published telephone number.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and holds the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

#### 6.6.2 Rates and Charges

A. Nonrecurring Charge

	<u>Maximum</u>	Current
Per Number	\$20.00	\$20.00

B. Monthly Recurring Charge

	<u>Maximum</u>	<u>Current</u>
Per Number	\$4.00	\$4.00

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## SECTION 6 – MISCELLANEOUS SERVICES, (Cont'd.)

#### 6.7 Non-Listed Service

#### 6.7.1 Description

Non-Listed service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to another party. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service and provide the Customer a new non-published telephone number.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and holds the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

#### 6.7.2 Rates and Charges

A. Nonrecurring Charge

> Current Per Number \$20.00

B. Monthly Recurring Charge

> Current Per Number \$2.95

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#### SECTION 7 - SPECIAL ARRANGEMENTS

# 7.1 Special Construction

#### 7.1.1 General

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

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed; or
- B. of a type other than that which the Company would normally utilize in the furnishing of its services; or
- C. over a route other than that which the Company would normally utilize in the furnishing of its services; or
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis; or
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction; or
- I. when the Company furnishes a facility or service for which a rate or charge is not specified in this Company's tariffs.

# 7.1.2 Customer Acceptance

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

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## SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

7.1 Special Construction, (Cont'd.)

By:

7.1.3 Cost Computation

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

- A. The installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. The installed cost includes but may not be limited to the cost of:
  - 1. Equipment and materials provided or used;
  - 2. Engineering, labor and supervision;
  - 3. Transportation;
  - 4. Rights of way; and
  - 5. Shipping and delivery.
- B. Cost of maintenance;
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. Administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
- E. License preparation, processing and related fees;
- F. Tariff preparation, processing and related fees;
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

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## SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

#### Special Construction, (Cont'd.) 7.1

#### **Termination Liability** 7.1.4

To the extent that there is no other requirement for use by the Company and where the Company cannot fully recover its cost(s) if the Customer disconnects a specially-constructed facility or service, a termination liability shall apply for facilities specially constructed at the request of the Customer.

- The termination liability period is the estimated service life of the facilities provided. A.
- B. The amount of the maximum termination liability is equal to the estimated amounts for:
  - 1. Installed cost of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. The installed cost includes but may not be limited to the cost of:
    - a. Equipment and materials provided or used;
    - Engineering, labor and supervision; b.
    - Transportation; c.
    - d. Rights of way; and
    - Shipping and delivery. e.
  - 2. License preparation, processing and related fees;
  - Tariff preparation, processing and related fees; 3.
  - 4. Cost of removal and restoration, where appropriate; and
  - 5. Any other identified costs related to the specially constructed or rearranged facilities.

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> Francie McComb, Senior Vice President – Law & Public Affairs Case No. 08-353-TP-ATA Richmond, Virginia 23227 OHL0801

#### SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

# 7.1 Special Construction, (Cont'd.)

# 7.1.4 Termination Liability, (Cont'd.)

C. Calculating Termination Charges B Termination charges shall be computed in accordance with tariff regulations in Section 7.1.4.A and 7.1.4.B or contractual agreements in effect. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth herein by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined herein shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

## 7.2 Non-routine Installation and/or Maintenance

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

# 7.3 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

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Francie McComb, Senior Vice President – Law & Public Affairs
2134 W. Laburnum
Case No. 08-353-TP-ATA
Richmond, Virginia 23227
OHL0801

#### SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

# 7.4 LDMI Liberate Program

#### 7.4.1 Description

LDMI offers assistance to new LDMI Customers to help defray a portion of the penalties incurred by certain new Customers in switching from other local and long distance telecommunications services. Assistance is provided in the form of a credit applied to the Customer's LDMI invoice.

In order to qualify for this credit the Customer must meet the following criteria:

- Customer must sign a two or three year term agreement with LDMI and the LDMI Liberate Program Agreement. The LDMI Liberate Program requires and specifies a make up to minimum monthly commitment and includes any credits issued under the program as part of the termination penalty.

The amount of credit is determines by the following:

- Up to three (3) months credit with an LDMI three (3) year term agreement.
- Up to two (2) months credit with an LDMI two (2) year term agreement.
- Maximum credit amount cannot exceed the penalty assessed by the previous provider. A copy of the penalty invoice must be received prior to LDMI issuing the credit to the Customer.
- The credit will be applied over three (3) months with a three (3) year commitment or two (2) months with a two (2) year commitment.

The monthly credit is based on the estimated billing as determined by LDMI based on information provided by the Customer. For purposes of the credit, monthly billing includes:

- All local Monthly Recurring Charges, except Directory Listings, LNP, 911 (Local line, features are included)
- All Standard Local Usage Charges
- All T1 Access Charges

By:

If the Customer's actual billing is significantly less than the estimated based on information provided by the Customer, then LDMI reserves the right to recalculate the credit amount.

\*Non-recurring charges are not included in the definition of monthly billing.

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Richmond, Virginia 23227

# SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

# 7.5 Discounted Pricing Plans \*

# 7.5.1 Description

The Company is offering the following discounts off its monthly recurring and usage charges based upon a non-term plan (month to month) or term plan agreement as specified by the Customer. These discount plans are available to retain existing subscribers or reacquire Customers who have discontinued service with the Company.

Discounts are applied to the base program rates currently identified in this tariff. Customers selecting a term plan are agreeing to fulfill the minimum time requirement of the contract. Customers who terminate services prior to fulfilling their term commitment may be assessed a termination liability fee in an amount equal to the recurring charges for the services included under the term agreement multiplied by the number of months remaining in their term. The termination liability will be billed in one lump sum.

Eligible Customers include those business Customers with standard business lines, PBX trunks and DID trunks. Discounted pricing plans will not be available for lines with Business Features Packages.

Customers being reacquired from a facilities-based provider must have a minimum two (2) year contract to receive discounted pricing plans.

The discount is applicable to Local Service Monthly Recurring Charges, Feature Charges and and local usage.

The following services and/or charges are not eligible for discounted pricing:

Directory Assistance Carrier Recovery Charge (PICC)

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Francie McComb, Senior Vice President – Law & Public Affairs

<sup>\*</sup> This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

#### SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

# 7.5 Discounted Pricing Plans \*, (Cont'd.)

#### 7.5.2 Customer Retention Plans

The Company's existing Customers may be eligible for one of the following plans if they have received a competitive offer and are considering switching their business services to another provider.

# A. Loyalty Discount

Customers may receive a monthly discount each year for 5 years based on continued loyalty to LDMI as their local provider. No term agreement is required for this discount. Below is a schedule of the monthly discount percentage.

1% monthly discount during the 1st year (applied monthly)

2% monthly discount during the 2nd year (applied monthly)

3% monthly discount during the 3rd year (applied monthly)

4% monthly discount during the 4th year (applied monthly)

5% monthly discount during the 5th year (applied monthly)

# B. 20% Discount Plan

By:

Customers may receive 20% discount off of the next one, two or three invoices based on term commitment. Customers signing a one year term agreement receive a 20% discount on the next invoice. Customers signing a two year term agreement receive a 20% discount on the next two invoices. Customers signing a three year term agreement receive a 20% discount on the next three invoices.

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Francie McComb, Senior Vice President – Law & Public Affairs
2134 W. Laburnum

Case No. 08-353-TP-ATA

2134 W. Laburnum Richmond, Virginia 23227

<sup>\*</sup> This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

OHL0801

# LOCAL EXCHANGE SERVICES

## SECTION 7 - SPECIAL ARRANGEMENTS, (Cont'd.)

# 7.5 Discounted Pricing Plans \*, (Cont'd.)

# 7.5.3 Bringback Products

By:

One to three of the discount plans or credits listed in Sections 7.5.1 and 7.5.2 may be available to reacquire a Customer who has previously discontinued service with LDMI.

#### A. \$100 Credit

Customers may receive a \$100 credit on the Customer next invoice. The Customer must have a minimum of three (3) local lines to qualify for this credit. A one, two or three year term agreement is required for this discount.

## B. Month(s) Free - Local

Customers may receive one, two or three months free for local. The Customer must sign a one, two or three year term agreement for this discount. Below is a matrix of the discount and a description of the allocation method.

	Achieved By:	Term Commitment Required
One Month Free	100% discount in Customer's 13th	One Year term commitment
	months	
Two Months Free	100% discount in Customer's 13th,	Two Year term commitment
	and 25th months	
Three Months Free	100% discount in Customer's 13th,	Three Year term commitment
	25th, and 37th months	

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Francie McComb, Senior Vice President – Law & Public Affairs 2134 W. Laburnum Case No. 08-353-TP-ATA

Richmond, Virginia 23227

<sup>\*</sup> This service can only be purchased in conjunction with Unregulated and/or Detariffed Services.

#### EXHIBIT C

# SUMMARY OF CHANGES

This filing is made in compliance with Case No. 06-1345-TP-ORD - Application to Detariff Certain Tier 2 Services and to make other changes related to the implementation of the Case No. 06-1345-TP-ORD.

The Company is submitting a replacement Tariff, PUCO Tariff No. 7 which cancels PUCO Tariff No. 5 in its entirety.

In accordance with Rule 4901:1-6-05(g), certain Tier 2 Services have been deleted from the proposed replacement Tariff which is now available on the Company's website at: <a href="https://www.cavtel.com">www.cavtel.com</a>.

Included is a listing of Changes made to the Tariff.

## SUMMARY OF CHANGES

P.U.C.O Tariff No. 7 cancels and replaces P.U.C.O Tariff No. 5 in its entireties.

Original Title Page Incorporates text changes reflecting Company's compliance with Ohio Administrative

Code and reference.

SECTION 2 REGULATONS

Incorporates text changes to reflect Company's compliance with Ohio Administrative

Code.

SECTION 3 EXCHANGE SERVICE AREAS

Incorporates text changes to reflect the Company offers services in the exchange areas

currently served by AT&T Ohio.

SECTION 4 NONRECURRING SERVICE CHARGES

Lists the Company's nonrecurring charges and incorporates current rates previously

found in the current rate Section of P.U.C.O No. 5.

SECTION 5 DESCRIPTION OF SERVICE AND RATES

Certain material in Section 4 in Tariff P.U.C.O No 5, now has become Section 5 in

P.U.C.O No 7.

SECTION 6 MISCELLANEOUS SERVICES

Incorporates Sections 4.7, 4.8, and 4.9 of P.U.C.O Tariff No. 5 into Section 6 of P.U.C.O

tariff No. 7.

SECTION 7 SPECIAL ARRANGEMENTS

Relocates material previously found in Sections 6 of P.U.C.O Tariff No 5 into Section 7

of P.U.C.O Tariff No. 7.

#### **EXHIBIT D**

# EXPLANATION OF COMPLIANCE WITH RULE 4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR DETARIFFED SERVICES

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

In accordance with Rule 4901:1-6-05(g), certain Tier 2 Services have been deleted from the proposed replacement Tariff which is now available on the Company's website at: <a href="https://www.cavtel.com">www.cavtel.com</a>.

Or the Customer May contact the Company at:

LDMI TELECOMMUNICATIONS, INC.
DBA CAVALIER TELEPHONE
DBA CAVALIER BUSINESS COMMUNICATIONS
DBA TELEPHONE AND TV
2134 W. Laburnum Ave.
Richmond, VA 23227

Toll Free Telephone Number: 1-800-291-9699

# **EXHIBIT** E

# **CUSTOMER NOTICE**

A copy of the Residential and Non-Residential Customers are included in this Exhibit

# RESIDENTIAL CUSTOMER NOTICE



March 14, 2008

#### Dear Customer:

Beginning on April 2, 2008, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by Cavalier Telephone (also doing business as Cavalier Business Communications and Cavalier Telephone and TV) will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Cavalier Telephone must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a pricing guide online at: www.cavtel.com or you can request a copy of this information by contacting Cavalier Telephone at 3300 North Pace Boulevard, Pensacola, FL 32505 or by calling (800) 291-9699.

Since long distance services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Cavalier Telephone at toll free number 800-291-9699 or visit us at www.cavtel.com. You may also visit the consumer information page on the PUCO's website at puco.ohio.gov for further information.

Sincerely,

Cavalier Telephone
Cavalier Business Communications
Cavalier Telephone and TV

#### NON-RESIDENTIAL CUSTOMER NOTICE



March 14, 2008

#### Dear Customer:

Beginning on April 2, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by LDMI Telecommunications, Inc., doing business as Cavalier Telephone, Cavalier Business Communications and Cavalier Telephone and TV will no longer be on file at the Public Utilities Commission of Ohio (PUCO) as follows:

ISDN Prime and ISDN PRI LDMI Secure Dial 800 Service and Secure Private Dial Integrated Access Service – SmarT Direct Inward Dial Service Business Bundled Packages Interexchange Long Distance Services / Message Toll Services

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Cavalier Telephone must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a pricing guide online at: www.cavtel.com or you can request a copy of this information by contacting Cavalier Telephone at 3300 North Pace Boulevard, Pensacola, FL 32505 or by calling (888) 432-4855.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Cavalier Telephone at toll free number (888) 432-4855 or visit us at www.caytel.com.

Sincerely,

LDMI Telecommunications, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications d/b/a Cavalier Telephone and TV

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

#### CUSTOMER NOTICE AFFIDAVIT

COMMONWEALTH OF:	PENNSYLVANIA
COUNTY OF:	BUCKS

**AFFIDAVIT** 

I, Francie McComb, Senior Vice President Law and Public Policy, am an authorized agent of the applicant LDMI Telecommunications, Inc. d/b/a Cavalier Telephone, d/b/a Cavalier Business Communications and also d/b/a Cavalier Telephone and TV, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through Direct Mail on March 14, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 24, 2008 at 965 Thomas Drive, Warminster, PA 18974.

Francie McComb

Senior Vice President Law &

Public Policy

LDMI Telecommunications, Inc.

d/b/a Cavalier Telephone

d/b/a Cavalier Business

Communications

d/b/a Cavalier Telephone and TV

965 Thomas Drive

Warminster, Pennsylvania

18974

Subscribed and sworn to before me this

(Date)

9-10-201

Notary Public

My Commission Expires:

NOTARIAL SEAL
AMY Y. KARPF - NOTARY PUBLIC
SOLEBURY TWP., BUCKS COUNTY
MY COMMISSION EXPIRES AUG. 10, 2011

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in

Case No(s). 08-0353-TP-ATA

Summary: Application to Detariff Certain Tier 2 Services and to make other changes related to the implementation of the Case No. 06-1345-TP-ORD. electronically filed by Ms. Iris D. Mennens on behalf of LDMI Telecommunications, Inc.