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FILE

NOWALSKY, BRONSTON & GOTHARD

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A Professional Limited Liability Company

Attorneys at Law

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Philip R. Adams, Jr.

April 30, 2008

*Via Overnight Mail*

Rene Jenkins, Chief Clerk  
Ohio Public Utilities Commission  
180 E. Broad Street  
Columbus, OH 43215

08-563-TP ACE

PJCO

RECEIVED-BOOKETING DIV  
2008 MAY -1 AM 10:16

RE: Mountain Communications, LLC  
Application to operate as a Long Distance  
and Facilities-Based local exchange services provider

Dear Ms. Jenkins:

Enclosed please find an original and ten (10) copies of Application of Mountain Communications, LLC to operate as a reseller of Long Distance services and Facilities-Based Local Exchange Services in the State of Ohio.

An additional copy of this letter has been enclosed to be date-stamped and returned in the envelope provided as evidence of the filing.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

*Leon Nowalsky*

Leon Nowalsky *LN*

LLN/rph  
Enclosure

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician AM Date Processed 5/1/08

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
(Effective: 01/18/2008)

In the Matter of the Application of Mountain Communications, LLC to provide resold and Facilities based long distance and local telecommunications services )

TRF Docket No. 90-\_\_\_\_\_

Case No. 08 - 363 - TP - ACE

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Mountain Communications, LLC

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) Route 3, Box 69G, Bruceton Mills, WV 26525

Company Web Address www.4-procom.com

Regulatory Contact Person(s) Larry Sisler

Phone (866) 776-2662 Fax (304) 379-2167

Regulatory Contact Person's Email Address lsisler@4-procom.com

Contact Person for Annual Report Larry Sisler

Phone (866) 776-2662

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Larry Sisler

Phone (866) 776-2662

Address (if different from above) \_\_\_\_\_

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

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

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input checked="" type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)		<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
<b>Other*</b> (explain) _____				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

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

**Section III. – Attestation**

**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, Larry Siskel, and am authorized to make this statement on its behalf.  
(Name)

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.

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

Executed on (Date) 4-10-08 at (Location) V. Virginia

\*(Signature and Title) Larry Siskel (Date) 4-10-08  
President By S. Heggholm  
agent of the

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

**VERIFICATION**

I, Becky Heggholm  
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) Becky Heggholm, Legal Asst. (Date) 4-14-08

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

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

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

**Or**

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

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM**  
**for CARRIER CERTIFICATION**

(Effective: 09/19/2007)

(Pursuant to Case Nos. 08-1344-TP-ORD and 08-1345-TP-ORD)

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

In the Matter of the Application of Mountain  
Communications, LLC to provide resold long distance  
and local telecommunications service in the State of  
Ohio

Case No. 08-563 TP - ACE

Name of Registrant(s) Mountain Communications, LLC  
DBA(s) of Registrant(s) \_\_\_\_\_  
Address of Registrant(s) Route 3, Box 69G, Bruceton Mills, WV 26525.

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

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

**List of Required Exhibits**

**Tariffs: (Include all that apply)**

- ☒ Interexchange Tariff<sup>1</sup> See Ex. 1      ☒ Local Tariff<sup>1</sup> See Ex. 2      ☒ Carrier-to-Carrier (Access) Tariff See Ex. 2

**Description of Services**

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

- ☐ Service provisioned via Resale  
☒ Description of Proposed Services See Ex. 3  
☒ Explanation of how the proposed services in the proposed market area are in the public interest. See Ex. 6
- ☐ Service provisioned via Facilities  
☒ Statement about the provision of CTS services See Ex. 4  
☒ Description of the class of customers (e.g., residence, business) that the applicant intends to serve See Ex. 7
- ☒ Both Resold and Facilities-based  
☒ Description of the proposed market area See Ex. 5

**Business Requirements**

**Evidence of Registration with:**

- ☒ Ohio Department of Taxation See Ex. 8      ☒ Ohio Secretary of State<sup>2</sup> & Certificate of Good Standing

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

- ☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. See Ex. 9
- ☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions See Ex. 10
- ☒ Documentation to support the applicant's cash and funding sources. See Ex. 10

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

- ☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area See Ex. 11
- ☒ List of names, addresses, and phone numbers of officers and directors, or partners. See Ex. 12
- ☒ Documentation indicating the applicant's corporate structure and ownership See Ex. 13

<sup>1</sup> Detariffed services are regulated but not required to be filed in a tariff. For purposes of Certification, all detariffed services offered must be provided as an exhibit.

<sup>2</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

- ☒ Information regarding any similar operations in other states. See Ex. 14  
If this company has been previously certified in the State of Ohio, include that certification number \_\_\_\_\_
- ☒ Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP. See Ex. 15

**Documentation attesting to the applicant's managerial ability and corporate structure (cont'd):**

- ☒ Verification of compliance with any affiliate transaction requirements See Ex. 16

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

- ☒ Explanation as to whether rates are derived through (check all applicable):  
☐ interconnection agreement ☒ retail tariffs See Ex. 17 ☐ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement. See Ex. 18
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users. See Ex. 19

**Documentation attesting to the applicant's proposed interactions with Customers**

- ☒ Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone. See Ex. 20
- ☒ Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable) See Ex. 21
- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize. See Ex. 22
- ☒ Provide a copy of any customer application form required in order to establish residential service, if applicable. See Ex. 23
- ☒ ☐ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve  
(Use spreadsheet from: [http://www.puc.state.oh.us/puco/forms/form.cfm?doc\\_id=357](http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)) See Ex. 24
- ☐ If Mirroring the entire ILEC exchanges for both serving area and local calling areas, tariffs may incorporate by reference. If not mirroring the entire ILEC serving and/or local calling areas, the CLEC shall specifically define their service and local calling areas in the tariff.

**Affidavit**

I am an authorized representative of the applicant corporation

BECKY HEGGEVAND  
(Name)

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

Executed on

4-14-08

at

Metairie, LA

Becky Heggevand, Legal Asst.  
(Signature and Title)

4-14-08  
(Date)

# **EXHIBIT 1**

## **A Copy of the Registrant's Proposed Interexchange and Local Exchange Tariffs**

**Mountain Communications, LLC**  
P.U.C.O. NO. 1

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PUCO NO. 1

**Mountain Communications, LLC**

Competitive Telecom Services

Page Reference

Local Exchange Services

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, In Case \_\_\_\_\_  
Larry Sisler, President  
Route 3, Box 69 G  
Bruceton Mills, WV 26525



**Mountain Communications, LLC**  
P.U.C.O. NO. 1

**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below.

Aberdeen	Danville-Highland	Jamestown	New Carlisle
Akron	Dayton	Jeffersonville	New Holland
Alliance		Kent	New Lexington
Alton	Dayton	Kirtland	New Matamoras
Arabia	Donnelsville	Lancaster	New Riegel
Atwater	Dresden	Leetonia	New Waterford
Barnesville	Dublin	Leroy	Newcomerstown
Beallsville	Duffy	Lewisville	
Beavercreek	East Liverpool	Lindsey	Newport
Bedford	East Palestine	Lisbon	Niles
Belfast	Enon	Lockbourne	North Canon
Bellbrook	Fairborn	London	North Hampton
Belpre	Findlay	Louisville	North Lima
Berea	Fletcher-Lena	Lowellville	North Royalton
Bethesda	Fostoria	Magnolia-	Norwich
Bloomington	Franklin	Waynesburg	Olmsted Falls
Bloomington	Fremont	Manchester (SUM)	Painesville
Bowersville	Fultonham	Mantua	Perrysburg
Burton	Gahanna	Marietta	Philo
Canal Fulton	Gallipolis	Marlboro	Piqua
Canal Winchester	Gates Mills	Marshall	Pitchin
Canfield	Girard	Martins Ferry-	Rainsboro
Canton	Glenford	Bridgeport	Ravenna
Carroll	Gnadenhutten	Massillon	Reynoldsburg
Castalia	Graysville	Maumee	Rio Grande
Cedarville	Greensberg	Medway	Ripley
Centerville	Grove City	Mentor	Rogers
Chagrin Falls	Groveport	Miamisburg-West	Rootstown
Cheshire	Guyan	Carrollton	Roseville
Chesterland	Harrisburg	Middletown	Rushville
Christiansburg	Hartville	Milledgeville	Salem
Cleveland	Hillcrest	Mingo Junction	Salineville
Columbiana	Hilliard	Mogadore	Sandusky
Columbus	Hillsboro	Monroe	Sebring
Conesville	Holland	Montrose	
Corning	Hubbard	Murray City	
Coshocton	Independence	Navarre	
Dalton	Ironton	Nelsonville	

ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,

Dated \_\_\_\_\_, in Case \_\_\_\_\_

Larry Sisler, President  
Route 3, Box 69 G  
Bruceton Mills, WV 26525

**Mountain Communications, LLC**  
P.U.C.O. NO. 1

---

**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below.

Sedalia	Winchester
Sharon	Woodsfield
Shawnee	Worthington
Somerset	Xenia
South Charleston	Yellow Springs-Clifton
South Solon	Youngstown
South Vienna	Zanesville
Spring Valley	
Springfield	
St. Clairsville	
Steubenville	
Strongsville	
Sugar Grove	
Sugar Tree RidgeTerrace	
Thornville	
Tiffin	
Toledo	
Toronto	
Tremont City	
Trenton	
Trinity	
Ulrichsville	
Uniontown	
Upper Sandusky	
Vandalia	
Victory	
Vinton	
Walnut	
Washington Cour House	
Wellsville	
West Jefferson	
West Lafayette	
Westerville	
Whitehouse	
Wickliffe	
Willoughby	

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ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,

Dated \_\_\_\_\_, in Case \_\_\_\_\_  
Larry Sisler, President  
Route 3, Box 69 G  
Bruceton Mills, WV 26525

**Mountain Communications, LLC**  
P.U.C.O. NO. 1

**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by Verizon North as listed below.

Adena	Catawba	Grand Rapids	Marblehead
Albany	Celina	Gratis	Maria Stein
Amanda	Chatham	Green Camp	Marion
Amesville	Chauncey	Greenfield	Martinsville
Amsterdam	Chesapeake	Greenwich	McArthur
Antwerp	Cheshire Center	Guysville	McComb
Arlington	Circleville	Hamersville	Mechanicsburg
Ashland	Clarksville	Hanoverton	Mechanicstown
Ashley	Clyde	Harlem Springs	Medina
Ashville	Coldwater	Harpster	Mendon
Athens	Congress	Haskins-Tontogany	Milan
Attica	Convoy	Hayesville	Millersport
Baltic	Cooperdale	Helena	Mineral City
Baltimore	Crestline	Hicksville	Minerva
Barlow	Creston	Higginsport	Minster
Beach City	Curtice-Oregon	Homerville	Monroeville
Beaver	Decatur	Homeworth	Montpelier
Bellevue	Delaware	Huron	Montrose
Bergholz	Dellroy	Idaho	Morning Sun
Berlin	Dexter City	Jackson	Morrill
Berlin Heights	Dillonvale-Mt.	Jenera	Mowrystown
Bettsville	Pleasant	Jewett	Mt. Blanchard
Beverly	East Rochester	Kelleys Island	Mt. Orab
Blanchester	Edgerton	Kilbourne	Nevada
Bloomville	Edon	Knoxville	New Bremen
Bolivar	Elmore	Lakeville	New Burlington
Bowerston	Englewood	LaRue	New Concord
Bowling Green	Evansport	Laura	New Lebanon
Bremen	Farmersville	Laurelville	New London
Brewster	Payette	Leesburg	New Marshfield
Brilliant	Felicity	Letart Falls	New Philadelphia
Brookville	Flushing	Lewisburg	New Vienna
Brunswick	Forest	Liberty	New Washington
Bryan	Fort Recovery	Lodi	Ney
Burbank	Freeport	Logan	North Baltimore
Byesville	Galion	Loudonville	North Eaton
Cadiz	Garrettsville	Lowell	North Georgetown
Caldwell	Genoa	Lower Salem	North Star
Cambridge	Georgetown	Lynchburg	Norwalk
Carey	Gibsonburg	Malvern	Oak Harbor
Carrollton	Grafton	Manchester	Oak Hill

ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case \_\_\_\_\_  
Larry Sisler, President  
Route 3, Box 69 G  
Bruceton Mills, WV 26525

**Mountain Communications, LLC**  
P.U.C.O. NO. 1

**DESCRIPTION OF SERVICE AREA**

Local Exchange Service will be offered in the Ohio counties served by Verizon North as listed below.

Oberlin	Smithfield	Woodstock
Ohio City	Spencer	Yorkshire
Ostrander	Spencerville	
Oxford Paris	St. Henry	
Payne	St. Marys	
Peebles	Strasburg	
Pemberville	Sugarcreek	
Perrysville	Summerfield	
Phillipsburg	Sylvania	
Piketon	The Plains	
Pioneer	Tiltonsville	
Plain City	Tipp City	
Pleasantville	Trotwood	
Plymouth	Troy-Tipp City	
Polk	Troy	
Pomeroy	Valley City	
Port Clinton	Van Buren	
Portland	Wadsworth	
Portsmouth	Wakeman	
Port William	Waldo	
Prospect	Warsaw	
Put-In-Bay	Watertown	
Radnor	Waverly	
Rathbone	Wayne-Bradner	
Rawson	Wellington	
Red Haw	Wellston	
Republic	West Alexandria	
Resaca	Westfield Center	
Richmond	West Milton	
Richwood	Weston	
Russellville	West Salem	
Sabina	West Union	
Sardinia	West Unity	
Savannah	Wharton	
Scio	Wilkesville	
Scott	Willard	
Seaman	Williamsport	
Seville	Willshire-Wren	
Shade	Wilmington	
Sharon Center	Wilmot	
Sinking Spring	Winona	

ISSUED:

EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,  
Dated \_\_\_\_\_, in Case \_\_\_\_\_  
Larry Sisler, President  
Route 3, Box 69 G  
Bruceton Mills, WV 26525

**Mountain Communications, LLC**  
P.U.C.O. NO. 1

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**CHECK SHEET**

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

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Route 3, Box 69 G  
Bruceton Mills, WV 26525

**Mountain Communications, LLC**  
P.U.C.O. NO. 1

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RESERVED FOR FUTURE USE

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

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

C - To signify changed regulation.

D - To signify decreased rate.

I - To signify increased rate.

T - Textural Change.

N - New rate or regulation.

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APPLICATION OF TARIFF

*This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Mountain Communications, LLC to customers within the service areas defined herein. This tariff is effective for local exchange services only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.*

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**1. Definitions**

**Account Codes:** Allows a User to allocate local calls to a digital, non-verified account code.

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

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

**Call Forward Busy:** Automatically routes incoming calls to a designated answering point when the called line is busy.

**Call Forward No Answer:** Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

**Call Forward Variable:** Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

**Call Hold:** Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

**Call Park:** Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

**Call Pickup:** Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

**Call Transfer/Consultation/Conference:** Provides the capability to transfer or add a third party, using the same line.

**Call Waiting:** Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

**Call Waiting Cancel:** Allows a User to cancel the Call Waiting feature on a per call basis by dialing a two digit code.

**Calling Number Delivery:** Identifies the 10-digit number of the calling party.

**Calling Number Delivery Blocking:** Blocks the delivery of the number to the called party on a per call or per line basis.

**Class of Service (COS):** Used to prevent a Station from dialing certain codes and numbers.

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**1. Definitions (contd.)**

**Company:** Mountain Communications, LLC which is the issuer of this tariff.

**Commission:** The Public Utilities Commission of Ohio.

**Conference/Six-Way:** The User can sequentially call up to five other people and add them together to a six-way call.

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

**Customer Group Dialing Plan:** A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

**Dial Pulse (DP):** The pulse type employed by rotary dial Station sets.

**Direct Inward Dialing (DID):** A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

**Do Not Disturb:** Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

**Dual Tone Multi-Frequency ("DTMF"):** The pulse type employed by tone dial Station sets.

**Hunting:** Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

**Interexchange Utility:** A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

**Joint User:** A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**LATA:** A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

**Least Idle Trunk Selection (LIDL):** LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

**Local Calling:** A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

**Local Exchange Carrier:** Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

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**1. Definitions (Cont'd)**

**Mbps:** Megabits, or million of Bits, per second.

**Message Waiting:** This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dialtone).

**Most Idle Trunk Selection (MIDL):** MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

**Multiple Appearance Directory Numbers:** A directory number that is assigned more than once to one or more Proprietary Business Sets.

**Multi-Frequency ("MF"):** An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

**Non-Recurring Charges:** The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook:** The term "off-hook" denotes the active condition of a telephone exchange service line.

**On-Hook:** The term "on-hook" denotes the idle condition of a telephone exchange service line.

**Originating Off-Net:** A call terminating on and placed via non-company owned or leased facilities.

**Originating On-Net:** A call terminating on and placed via company owned or company leased facilities.

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Presubscription:** an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user's predesignated IXC.

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

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1. Definitions (Cont'd)

**Service Order:** A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that Service Orders be executed by the Customer prior to initiating service.

**Services:** The Company's telecommunications services offered on the Company's network.

**Speed Call:** Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

**Station:** Telephone equipment from or to which calls are placed.

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

**User:** A Customer or any other person authorized by the Customer to use service provided under this tariff.

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**2. Regulations**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service 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.

**2.1.2 Shortage of Equipment or Facilities**

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer.

Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

2.1.3.2 Business Customers may be required to enter into written or verbal Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

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2. Regulations (contd.)

2.1 Undertaking of the Company (contd.)

- 2.1.3.3 At the expiration of the initial term specified in each Business Customer Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written or oral notification. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination.

The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

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

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.
- 2.1.3.5 Another Telephone Company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.
- 2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.
- 2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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**2. Regulations (Cont'd)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.4 Liability of the Company (Cont'd)**

- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties. The Company will comply with MTSS and Commission orders regarding acts of God.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.1.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from special construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.1.4.8 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

2.1.4.9 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Credits will be applied in accordance with Minimum Telephone Service Standards (MTSS). Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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2. Regulations (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

2.1.6.1 Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff, and in accordance with OAC 4901:1-5-16. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer.

The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.

2.1.6.3 Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

(a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

(b) the reception of signals by Customer provided equipment; or

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

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**2. Regulations (Cont'd)**

**2.1 Undertaking of the Company (Cont'd)**

**2.1.7 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.

**2.1.8 Ownership of Facilities**

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

**2.1.9 Telecommunications Service Priority**

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The Telephone Company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

**2.2 Prohibited Uses**

**2.2.1** The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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EFFECTIVE:

Issued under authority of the Public Utilities Commission of Ohio,

Dated \_\_\_\_\_, in Case \_\_\_\_\_

Larry Sisler, President

Route 3, Box 69 G

Bruceton Mills, WV 26525

**Mountain Communications, LLC**

P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

(a) the payment of all applicable charges pursuant to this tariff;

(b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

(c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

(d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

(e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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**Mountain Communications, LLC**

P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.3 Obligations of the Customer (contd.)

2.3.1 The Customer shall be responsible for: (contd.)

(f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

(g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and

(h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**2. Regulations (Cont'd)**

**2.3 Obligations of the Customer (Cont'd)**

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

(a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

(b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

**2.4 Customer Equipment and Channels**

**2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company's underlying carrier(s).

**2.4.2 Station Equipment**

**2.4.2.1** The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

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

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2. Regulations (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 Interconnection of Facilities

2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

2.4.3.2 Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities and equipment.

No credit will be allowed for any interruptions occurring during such inspections. Credits will be made in accordance with the MTSS.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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2. Regulations (Cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users.

2.5.1.1 Taxes: The Customer is responsible for the payment of all state, local and 911 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate local competition procedures required by the Commission. The Company shall comply with the Commission procedures by sending notice to all customers informing them of the new line item charges.

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customers. All billing and collection procedures will comply with MTSS 4901:1-5-15.

2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt but no sooner than 14 days from the postmark on the bill.

2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided. Usage charges will be billed in arrears.

2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

2.5.2.4 Amounts not paid within 30 days after the date of invoice, but no sooner than 14 days after the postmark on the bill, are considered past due.

2.5.2.5 Checks with insufficient funds or non-existing accounts will be assessed as follows, except as may be waived under appropriate circumstances:

Max.  
\$25.00

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill by calling 1-866-776-2662 or by writing to Mountain Communications, LLC, Route 3, Box 69G, Bruceton Mills, WV 26525. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the PUCO in accordance with the Commission's rules of procedure at the following address:

In the event that the Company is unable to resolve a dispute properly brought to its attention, the Customer may direct the complaint to the attention of the Public Utilities Commission of Ohio as follows:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215  
1-800-686-7826 (toll free)

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient notification to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

The Company may require a Customer to make an Advance Payment for special construction before a specific services or facility is furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) for special construction for the service or facility. The advance payment will be credited to the Customer's initial bill.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits

The Company's procedures for collecting deposits will comply with MTSS 4901:1-5-13.

2.5.5.1 Applicants for service whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, or existing Customers who have had 2 delinquent payments in a consecutive 12 month period may be required to provide the Company with a security deposit. All deposits will be collected and handled in accordance with the provisions of the Rule 4901:1-17 of the Ohio Administrative Code and Rule 4901:1-5-14 and 4901:1-5-13 of the PUCO's Minimum Telephone Service Standards. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

The deposit will not exceed an amount equal to:

(a) 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.

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2. Regulations (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.5 Deposits (contd.)

2.5.5.2 A deposit may be required in addition to an advance payment.

2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded within 45 days from the date of termination. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

2.5.5.4 Deposits held will accrue interest at a rate specified by the PUCO in Rule 4901: 1-17-05 of the Ohio Administrative Code and will be refunded to the customer after twelve consecutive months of payment.

2.5.6 Denial or disconnection of local and toll service.

Carrier may discontinue service or cancel an application for service without incurring any liability as follows:

- A. For nonpayment of toll services in accordance with 4901:1-5-17(B).
- B. For nonpayment of local service in accordance with 4901:1-5-17(A).
- C. With prior notice in cases not involving nonpayment as set forth in Rule 4901:1-5-17(D) and (E).
- D. Without prior notice in cases not involving nonpayment as forth in Rule 4901:1-5-17(G).
- E. Payment schedule and disconnection procedures for nonpayment will comply with Rule 4901:1-5-17(K).
- F. The Company will follow the procedures for reconnection of service provided in Rules 4901:1-5-17(M).

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P.U.C.O. NO. 1

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2. Regulation (Cont'd)

2.6 Subscriber Billing Adjustments.

- 2.6.1 The Company's terms and conditions for applying subscriber credits due to extended out-of-service conditions are set forth in Rule 4901:1-6-16(A) and (B).
- 2.6.2 The Company's terms and conditions for applying subscriber credits due to failure to install new service in a timely fashion are set forth in Rules 4901:1-5-16(D) and (E).
- 2.6.3 The Company's terms and conditions for applying subscriber credits due to omission of a directory listing are set forth in Rules 4901:1-5-16(F).
- 2.6.4 The Company's terms and conditions for providing subscriber refunds for prior overcharges and collecting for prior undercharges are as set forth in Rule 4901:1-5-16(G).
- 2.6.5 The Company's terms and conditions for credit exceptions are set forth in Rule 4901:1-5-16(A)(1)(2)(3)(4), (C), (D)(1)(2)(3)(4), and (E)(3).
- 2.6.6 The Company shall credit the subscriber's bill in the amount of at least one-half of one month's charges for any regulated local services rendered inoperative if the Company fails to meet a repair appointment or a repair commitment.

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P.U.C.O. NO. 1

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**2. Regulations (Cont'd)**

**2.7 Cancellation of Service**

**2.7.1. Cancellation of Application for Service**

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

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

**2.7.2 Cancellation of Service by the Customer**

If a contract basis business Customer cancels a Service Order or terminates a service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonable incurred in connection with (1) All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus (2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus (3) all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term or as may be pro-rated in the absence of a term contract.

Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

**2.8 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) pursuant to any sale or transfer of substantially all the assets of the Company; or (b) pursuant to any financing, merger or reorganization of the Company.

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P.U.C.O. NO. 1

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2. Regulations (Cont'd)

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All Company invoices and notices required to be given pursuant to this tariff will be in writing. Notices and other written communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2. Regulations (Cont'd)

2.10 Universal Emergency Number Service – 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire, and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

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**3. Service Descriptions**

**3.1 Local Exchange Service**

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the customer's local calling area, as defined herein;
- access enhanced Universal Emergency Number/911 Service where available;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or International calling;
- access Operator Services;
- access Directory Assistance;
- place or receive calls to 800/888 telephone numbers;
- access Telecommunications Relay Service.

3.1.1 Exchange Areas Served and associated Local Calling Areas: Exchanges where the Company's local exchange service are available is stated in this tariff. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

3.1.2 The Company's Local Exchange Service is comprised of four different service elements. Two of the service elements, Switched Network Access Channel and Local Usage are mandatory for all customers subscribing to the Company's local exchange service offerings. The remaining service elements, enhanced features and toll usage, are optional services available to customers.

3.1.3 Class of Service: The Local Exchange Service Offering is available in two classes of service distinguished by their primary character or nature of use as well as the location to which service is provided: residential or business.

3.1.3.1 Local Exchange Service will be classified as Residential Service where the primary use is for social or domestic purposes and the location to which service is provided is a residence or the bona fide living quarters for a combined residence and business premises.

3.1.3.2 Local Exchange Service will be classified as Business Service where the primary use is for paid commercial, professional or institutional activity and the location to which service is provided is a business or commercial location or the service number is listed as the principal or only number for a business in any telecommunications directory.

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P.U.C.O. NO. 1

**3. Service Descriptions (Cont'd)****3.1 Local Exchange Service (Cont'd)**

- 3.1.4 Basic Service - provides the Customer with a single, voice-grade analog communications channel with a single telephone number. Basic Local Exchange Service includes the following features as standard:

Touchtone Dialing  
 One Directory Listing plus One Directory  
*Presubscription (both IntraLATA and InterLATA)*  
 Calling number delivery blocking/per call  
 Toll restriction  
 900/976 Blocking, upon request

- 3.1.5 Optional Calling Features – are a set of optional features which may be available to the Company's local exchange service Customers to provide additional calling functionality. The Company offers the optional features specified in the Price List.

**3.2 Local Exchange Service - Rates and Charges**

A Local Exchange Service Customer will be charged any applicable Non-Recurring Charges, monthly Recurring Charges and Message charges as specified in the Price List. Maximum rates are set forth for all Tier 1 services listed below:

**3.2.1 Local Flat Rate Service****A. Rate Band 1**

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$46.25	\$100.00	\$25.95	\$50.00	1-Core
Second and Third Lines	\$46.25	\$100.00	\$25.95	\$50.00	1-Noncore
Fourth Line and above	\$46.25	-	\$25.95		2

**B. Rate Band 2**

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$48.00	\$100.00	\$17.95	\$50.00	1-Core
Second and Third Lines	\$48.00	\$100.00	\$17.95	\$50.00	1-Noncore
Fourth Line and above	\$48.00	-	\$17.95		2

**C. Rate Band 3**

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$49.75	\$100.00	\$18.95	\$50.00	1-Core
Second and Third Lines	\$49.75	\$100.00	\$18.95	\$50.00	1-Noncore
Fourth Line and above	\$49.75	-	\$18.95		2

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P.U.C.O. NO. 1

## 3. Service Descriptions (Cont'd)

## 3.2 Local Exchange Service Rates and Charges (Cont'd)

## 3.2.2 Basic Local Measured Rate Services

## A. Rate Band 1

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$30.25	\$100.00	\$8.80	\$50.00	1-Core
Second and Third Lines	\$30.25	\$100.00	\$8.80	\$50.00	1-Noncore
Fourth Line and above	\$30.25	-	\$8.80	-	2

## B. Rate Band 2

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$32.00	\$100.00	\$9.25	\$50.00	1-Core
Second and Third Lines	\$32.00	\$100.00	\$9.25	\$50.00	1-Noncore
Fourth Line and above	\$32.00	-	\$9.25	-	2

## C. Rate Band 3

	Business MRC <u>Actual</u>	Business MRC <u>Maximum</u>	Resi MRC <u>Actual</u>	Resi MRC <u>Maximum</u>	<u>Tier</u>
First Line	\$33.75	\$100.00	\$9.75	\$50.00	1-Core
Second and Third Lines	\$33.75	\$100.00	\$9.75	\$50.00	1-Noncore
Fourth Line and above	\$33.75-	-	\$9.75	-	2

## 3.2.3 Non-Recurring Charges

	<u>Business NRC</u>	<u>Resi NRC</u>	<u>Maximum</u>	<u>Tier</u>
Exchange Access Line, 1 <sup>st</sup> Line	\$49.75	\$25.70	\$100.00	1-Core
Exchange Access Line, 2 <sup>nd</sup> - 3 <sup>rd</sup> Lines	\$49.75	\$25.70	\$100.00	1-Noncore
Service Change, 1 <sup>st</sup> Line	\$12.25	\$12.25	\$100.00	1-Core
Service Change 2 <sup>nd</sup> - 3 <sup>rd</sup> Lines	\$12.25	\$12.25	\$100.00	1-Noncore

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Larry Sisler, President  
Route 3, Box 69 G  
Bruceton Mills, WV 26525

**Mountain Communications, LLC**  
P.U.C.O. NO. 1

## 3. Service Descriptions (Cont'd)

## 3.2 Local Exchange Service Rates and Charges (Cont'd)

## 3.2.4 Custom Calling Service Features

Charges per line:

	Bus. <u>MRC</u>	Bus. <u>NRC</u>	Resi <u>MRC</u>	Resi <u>NRC</u>	<u>Maximum</u>	<u>Tier</u>
Call Forwarding (CF) Variable	\$5.00	\$8.50	\$4.00	\$8.50	-	2
CF Anywhere	\$7.00	\$8.50	\$5.00	\$8.50	-	2
CF Don't Answer	\$3.00	\$8.50	\$1.75	\$8.50	-	2
CF Busy Line	\$3.00	\$8.50	\$1.75	\$8.50	-	2
Call Waiting	\$5.75	\$8.50	\$6.00	\$8.50	\$20.00	1-Noncore
Call Waiting Deluxe	\$5.75	\$8.50	\$6.00	\$8.50		2
Three-way Calling	\$4.00	\$8.50	\$4.00	\$8.50		2
Speed Calling - 8 number	\$4.00	\$8.50	\$4.00	\$8.50		2
Speed Calling - 30 number	\$4.00	\$8.50	\$4.00	\$8.50		2
Call Transfer	\$4.00	\$8.50	\$4.00	\$8.50		2
Talking Call Waiting	N/A		\$3.00	\$8.50		2
Message Waiting Indicator	\$0.25	\$8.50	\$4.00	\$8.50		
Distinctive Ring						
1 number	\$4.00	\$8.50	\$4.00	\$8.50		2
2 numbers	\$4.00	\$8.50	\$4.00	\$8.50		2

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## 3. Service Descriptions (Cont'd)

## 3.2 Local Exchange Service Rates and Charges (Cont'd)

## 3.2.5 Advanced Custom Calling Features

	Bus. <u>MRC</u>	Bus. <u>NRC</u>	Resi <u>MRC</u>	Resi <u>NRC</u>	<u>Maximum</u>		
					<u>MRC</u>	<u>NRC</u>	<u>Tier</u>
Repeat Dialing	\$4.00	\$8.50	\$4.00	\$8.50	-	-	2
Priority Call	\$4.00	\$8.50	\$4.00	\$8.50	-	-	2
Priority Forward	\$4.00	\$8.50	\$4.00	\$8.50	-	-	2
Call Block	\$4.00	\$8.50	\$4.00	\$8.50	-	-	2
Call Return	\$4.00	\$8.50	\$4.00	\$8.50	-	-	2
Caller ID	\$8.00	\$8.50	\$7.00	\$8.50	-	-	2
Per Call Number Privacy	N/C	N/A	N/C	N/A	N/C	N/A	1-Core
Per Line Number Privacy							
Each non-published line, on request	N/C	\$6.50	N/C	\$6.50	\$20.00	\$20.00	1-Noncore
Each line other than non-published	\$1.00	\$6.50	\$1.00	\$6.50	\$20.00	\$20.00	1-Noncore
Call Trace	N/A	\$6.50	N/C	\$6.50	\$20.00	\$20.00	1-Noncore
Calling Name (w/ ACR)	\$8.00	\$8.50	\$7.50	\$8.50	-	-	2
Calling Name and Number (w/ ACR)	\$8.00	\$8.50	\$7.00	\$8.50	-	-	2
Anonymous Call Rejection (ACR)	\$4.00	\$8.50	\$4.00	\$8.50	-	-	2
Reveal Privacy Management	\$4.00	\$8.50	\$4.00	\$8.50	-	-	2
Quiet Time	N/A	N/A	\$4.00	\$8.50	-	-	2

## Pay Per Use

	Business	Residential	<u>Maximum</u>
Call Trace, successful	\$1.50	\$1.50	\$5.00

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---

### 3. Service Descriptions (Cont'd)

#### 3.4 Customer Requested Call Blocking

Charge waived for residence customers. Charge waived for nonresidence customers when ordered at the same time access line established or transferred, or during the 60-day period after inception of service.

	<u>Tier</u>
Per line, per request	2

#### 3.5 Directory Assistance

A Customer may obtain Directory Assistance (DA) in determining telephone numbers within or outside of its local calling area by calling the Directory Assistance operator. The Customer may request a maximum of two telephone numbers per call to Directory Assistance service without additional charges. Directory Assistance includes the option for call completion to the requested number at an additional charge as specified below. The Call Completion option provides, when selected by the customer, for the automatic dialing of the requested number.

##### 3.5.1 Each call to Directory Assistance will be charged as follows:

	<u>Per call</u>	<u>Tier</u>
Local DA usage, Per call	\$0.50	2
DA Call Completion	\$0.50	2

##### 3.5.2 A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut-off during the call; or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify Company's Customer Service representative.

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### 3. Service Descriptions (Cont'd)

#### 3.6 Directory Listings

The Company shall provide a single directory listing, termed the primary listing, in the telephone directory published by the local exchange provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listing of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for an additional monthly recurring charge per listing.

- 3.6.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. When more than one line is required to properly list the Customer, no additional charge is made.
- 3.6.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, contains obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto. Customer Initials or nicknames are allowed.
- 3.6.3 Each listing must be designated Government, Business, or Residence to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. The Company, upon notification to the Customer, will withdraw any listing that is found to be in violation of its rules with respect thereto.
- 3.6.4 In order for listing to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.6.5 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer.

This listing is provided at no additional charge.

#### 3.6.6 Additional Directory Listings

	Actual NRC	Actual MRC	NRC Maximum	MRC Maximum	Tier
Additional Listing	\$12.37	\$4.50	-	-	2
Non-published	\$12.37	\$1.96	\$20.00	\$20.00	1-Noncore

- 3.7 Emergency Services (Enhanced 911): Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be displayed to the primary E911 provider for display at the Public Service Answering Point (PSAP). Charges for Enhanced 9-1-1 will be a pass through of the charge imposed by the ILEC.

---

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P.U.C.O. NO. 1

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3. Service Descriptions (Cont'd)

3.8 Service Connection Assistance

3.8.1 General:

- 3.11.1.1 Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:
- a. Waiver of applicable deposit requirements under Section 1 of this tariff.
  - b. Full or partial waiver of up to \$60.00 of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 3 of this tariff. (Service Connection Assistance does not apply to network wiring charges).

3.8.2 Regulations

- 3.8.2.1 Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
- a. Home Energy Assistance Program (HEAP);
  - b. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
  - c. Food Stamps;
  - d. Federal public housing assistance (Section 8); or,
  - e. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
- 3.8.2.2 The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Section 3.5.2.1, above; identifying the specific program or programs from which the customer receives benefits.
- 3.8.2.3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- 3.8.2.4 Service Connection Assistance is available for all grades of service.
- 3.8.2.5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.
- 3.8.2.6 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the Customer's current address.
- 3.8.2.7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

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**Mountain Communications, LLC**  
P.U.C.O. NO. 1

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4. Promotional Offerings

Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The wavier of any monthly recurring charges shall be limited to 90 days on a per customer basis. Promotions filed with the PUCO will be effective on the day of filing.

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P.U.C.O. NO. 1

## 5. Service Area Maps

### 5.1 AT&T Ohio Service Area Map

## Service Territory of AT&T Ohio



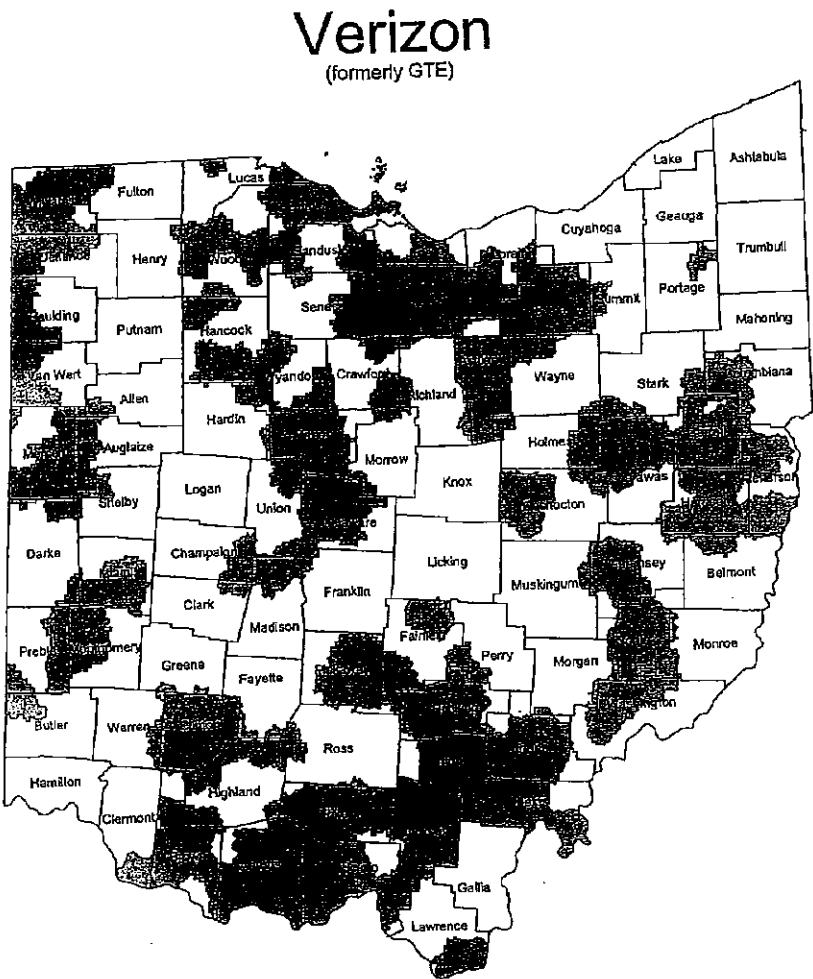
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5. Service Area Maps (contd.)  
5.2 Verizon North Service Area



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**Mountain Communications, LLC**  
P.U.C.O. NO. 1

**PRICE LIST**

**1. Local Exchange Service – Monthly Rates and Charges**

**1.1 Flat Rate Service**

**A. Rate Band 1**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$46.25	\$25.95
Additional Lines	\$46.25	\$25.95

**B. Rate Band 2**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$48.00	\$17.95
Additional Lines	\$48.00	\$17.95

**C. Rate Band 3**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$49.75	\$18.95
Additional Lines	\$49.75	\$18.95

**1.2 Measured Rate Service**

**A. Rate Band 1**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$30.25	\$8.80
Additional Lines	\$30.25	\$8.80

**B. Rate Band 2**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$32.00	\$9.25
Additional Lines	\$32.00	\$9.25

**C. Rate Band 3**

	<u>Business MRC</u>	<u>Residential MRC</u>
First Line	\$33.75	\$9.75
Additional Lines	\$33.75	\$9.75

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**Mountain Communications, LLC**  
P.U.C.O. NO. 1

**PRICE LIST**

2. Non-Recurring Charges

	<u>Business NRC</u>	<u>Residence NRC</u>
Exchange Access Line, per line	\$49.75	\$25.70
Service Change	\$12.25	\$12.25

3. Custom Calling Service Features

Charges per line:

	<u>Business</u>		<u>Residence</u>	
	<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
Call Forwarding (CF) Variable	\$5.00	\$8.50	\$4.00	\$8.50
CF Anywhere	\$7.00	\$8.50	\$5.00	\$8.50
CF Don't Answer	\$3.00	\$8.50	\$1.75	\$8.50
CF Busy Line	\$3.00	\$8.50	\$1.75	\$8.50
Call Waiting	\$5.75	\$8.50	\$6.00	\$8.50
Call Waiting Deluxe	\$5.75	\$8.50	\$6.00	\$8.50
Three-way Calling	\$4.00	\$8.50	\$4.00	\$8.50
Speed Calling - 8 number	\$4.00	\$8.50	\$4.00	\$8.50
Speed Calling - 30 number	\$4.00	\$8.50	\$4.00	\$8.50
Call Transfer	\$4.00	\$8.50	\$4.00	\$8.50
Talking Call Waiting	N/A	-	\$3.00	\$8.50
Message Waiting Indicator	\$0.25	\$8.50	\$0.25	\$8.50
Distinctive Ring				
1 number	\$4.00	\$8.50	\$4.00	\$8.50
2 numbers	\$4.00	\$8.50	\$4.00	\$8.50

Pay Per Use

	<u>Business</u>	<u>Residential</u>
Three-way Calling	\$0.95	\$0.95

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**Mountain Communications, LLC**  
P.U.C.O. NO. 1

**PRICE LIST**

**4. Advanced Custom Calling Features**

	<u>Business</u>		<u>Residence</u>	
	MRC	NRC	MRC	NRC
Repeat Dialing	\$4.00	\$8.50	\$4.00	\$8.50
Priority Call	\$4.00	\$8.50	\$4.00	\$8.50
Priority Forward	\$4.00	\$8.50	\$4.00	\$8.50
Call Block	\$4.00	\$8.50	\$4.00	\$8.50
Call Return	\$4.00	\$8.50	\$4.00	\$8.50
Caller ID	\$8.00	\$8.50	\$7.00	\$8.50
Per Call Number Privacy	N/C	N/A	N/C	N/A
Per Line Number Privacy				
Each non-published line, on request	N/C	\$6.50	N/C	\$6.50
Each line other than non-published	\$1.00	\$6.50	\$1.00	\$6.50
Call Trace	N/A	\$6.50	N/C	\$6.50
Calling Name (w/ ACR)	\$8.00	\$8.50	\$7.00	\$8.50
Calling Name and Number (w/ ACR)	\$8.00	\$8.50	\$7.00	\$8.50
Anonymous Call Rejection (ACR)	\$4.00	\$8.50	\$4.00	\$8.50
Reveal Privacy Management	\$4.00	\$8.50	\$4.00	\$8.50
Quiet Time	N/A	N/A	\$4.00	\$8.50

**Pay Per Use**

	<u>Business</u>	<u>Residential</u>
Repeat Dialing	\$0.95	\$0.95
Call Return	\$0.95	\$0.95
Call Trace, successful	\$1.50	\$1.50

**5. Directory Assistance**

Each call to Directory Assistance will be charged as follows:

	<u>Per Call</u>
Local DA	\$0.50

**6. Dishonored Check Charge**

\$20.00 per occurrence.

**7. Directory Listings**

	<u>NRC</u>	<u>MRC</u>
Additional Listing	\$12.37	\$4.50
Non-published	\$12.37	\$1.96

**8. Customer Requested Call Blocking**

Charge waived for residence customers. Charge waived for nonresidence customers when ordered at the same time access line established or transferred, or during the 60-day period after inception of service.

	<u>Business</u>	<u>Residence</u>
Per line, per request	\$11.80	\$11.80

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P.U.C.O. NO. 1

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9 Directory Assistance

\$.50 per call.

10 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

11 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of \$15.00 per check.

12 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

13 Pay Telephone (Payphone) Surcharge

A \$.60 surcharge will be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

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## NON-TARIFF RATES

1. National DA service \$0.50

2. Long Distance Service

Outbound dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network or by the customer dialing an access code issued by the Company.

3. Outbound 1+ and Inbound 8XX Service

Outbound 1+ service: Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

Inbound 8XX Service: is an inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location.

Plan Name	<u>ProcomA</u>	<u>ProcomB</u>	<u>ProcomC</u>
Rate Per Minute:	\$0.049	\$0.045	\$0.049
Initial Billing Increment:	6 seconds	60 seconds	6 seconds
Additional Billing Increments:	6 seconds	60 seconds	6 seconds
8XX Number Monthly Fee:	\$0.490	\$0.490	\$0.490
Monthly Usage Requirement:	\$15.00	\$15.00	4+ lines
Low Usage Fee *	\$0.99	\$0.99	\$0.99

The rate per minute stated above reflects an automatic fifty-percent (50%) discounted rate which remains in effect unless and until the customer becomes delinquent in payment of the account. If an account becomes delinquent, the fifty-percent (50%) discount is null and void and the customer will be charged at the full rate per minute for all future calls. Customer will be notified at the time they sign up for service that if they become delinquent in payments they will be charged the higher rate.

\* Applies when monthly usage falls below the monthly usage requirements stated above for the applicable plan. Low usage fees are waived for customers utilizing online billing.

4. Travel/Calling Card Rates

\$0.119 per minute.

Billed in 6 second increments or 60 second increments depending on the long distance plan customer is signed up for.

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Larry Sisler, President  
Route 3, Box 69 G  
Bruceton Mills, WV 26525

## **EXHIBIT 2**

### ***A Copy of the Registrant's Proposed Access Tariff***

MOUNTAIN COMMUNICATIONS, LLC

REGULATIONS SCHEDULE OF INTRASTATE CHARGES

APPLYING TO COMPETITIVE ACCESS COMMUNICATIONS SERVICES WITHIN

THE STATE OF OHIO

Descriptions, Regulations, Terms and Conditions, and Rates and Charges applicable to competitive access telecommunications services furnished by Mountain Communications, LLC ("Mountain" or "Company") to and from points in the state of Ohio.

This tariff is on file with the Public Utility Commission of Ohio, and copies may be inspected during normal business hours, at the Company's principal place of business, Route 3, Box 69G, Bruceton Mills, WV 26525.

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Issued:

Effective:

Issued by: Larry Sisler, President  
Route 3, Box 69G  
Bruceton Mills, WV 26525

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Bruceton Mills, WV 26525

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## DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below.

Aberdeen	Dalton	Ironton	Navarre
Akron	Danville-Highland	Jamestown	Nelsonville
Alliance	Dayton	Jeffersonville	New Carlisle
Alton	Dayton	Kent	New Holland
Arabia	Donnelsville	Kirtland	New Lexington
Atwater	Dresden	Lancaster	New Matamoras
Barnesville	Dublin	Leetonia	New Riegel
Beallsville	Duffy	Leroy	New Waterford
Beavercreek	East Liverpool	Lewisville	Newcomerstown
Bedford	East Palestine	Lindsey	Newport
Belfast	Enon	Lisbon	Niles
Bellbrook	Fairborn	Lockbourne	North Canon
Belpre	Findlay	London	North Hampton
Berea	Fletcher-Lena	Louisville	North Lima
Bethesda	Fostoria	Lowellville	North Royalton
Bloomington	Franklin	Magnolia-	Norwich
Bloomington	Fremont	Waynesburg	Olmsted Falls
Bowersville	Fultonham	Manchester (SUM)	Painesville
Burton	Gahanna	Mantua	Perrysburg
Canal Fulton	Gallipolis	Marietta	Philo
Canal Winchester	Gates Mills	Marlboro	Piqua
Canfield	Girard	Marshall	Pitchin
Canton	Glenford	Martins Ferry-	Rainsboro
Carroll	Gnadenhutten	Bridgeport	Ravenna
Castalia	Graysville	Massillon	Reynoldsburg
Cedarville	Greensburg	Maumee	Rio Grande
Centerville	Grove City	Medway	Ripley
Chagrin Falls	Groveport	Mentor	Rogers
Cheshire	Guyan	Miamisburg-West	Rootstown
Chesterland	Harrisburg	Carrollton	Roseville
Christiansburg	Hartville	Middletown	Rushville
Cleveland	Hillcrest	Milledgeville	Salem
Columbiana	Hilliard	Mingo Junction	Salineville
Columbus	Hillsboro	Mogadore	Sandusky
Conesville	Holland	Monroe	Sebring
Corning	Hubbard	Montrose	
Coshocton	Independence	Murray City	

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DESCRIPTION OF SERVICE AREA

Local Exchange Service will be offered in the Ohio counties served by AT&T Ohio as listed below

Sharon	Uniontown
Shawnee	Upper Sandusky
Somerset	Vandalia
South Charleston	Victory
South Solon	Vinton
South Vienna	Walnut
Spring Valley	Washington Cour House
Springfield	Wellsville
St. Clairsville	West Jefferson
Steubenville	West Lafayette
Strongsville	Westerville
Sugar Grove	Whitehouse
Sugar Tree RidgeTerrace	Wickliffe
Thornville	Willoughby
Tiffin	Winchester
Toledo	Woodsfield
Toronto	Worthington
Tremont City	Xenia
Trenton	Yellow Springs-Clifton
Trinity	Youngstown
Ulrichsville	Zanesville

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Local Exchange Service will be offered in  
the Ohio counties served by Verizon North  
as listed below

Adena	Bryan	Elmore	Huron
Albany	Burbank	Englewood	Idaho
Amanda	Byesville	Evansport	Jackson
Amesville	Cadiz	Farmersville	Jenera
Amsterdam	Caldwell	Fayette	Jewett
Antwerp	Cambridge	Felicity	Kelleys Island
Arlington	Carey	Flushing	Kilbourne
Ashland	Carrollton	Forest	Knoxville
Ashley	Catawba	Fort Recovery	Lakeville
Ashville	Celina	Freeport	LaRue
Athens	Chatham	Galion	Laura
Attica	Chauncey	Garrettsville	Laurelville
Baltic	Chesapeake	Genoa	Leesburg
Baltimore	Cheshire Center	Georgetown	Letart Falls
Barlow	Circleville	Gibsonburg	Lewisburg
Beach City	Clarksville	Grafton	Liberty
Beaver	Clyde	Grand Rapids	Lodi
Bellevue	Coldwater	Gratis	Logan
Bergholz	Congress	Green Camp	Loudonville
Berlin	Convoy	Greenfield	Lowell
Berlin Heights	Cooperdale	Greenwich	Lower Salem
Bettsville	Crestline	Guysville	Lynchburg
Beverly	Creston	Hamersville	Malvern
Blanchester	Curtice-Oregon	Hanoverton	Manchester
Bloomville	Decatur	Harlem Springs	Marblehead
Bolivar	Delaware	Harpster	Maria Stein
Bowerston	Dellroy	Haskins-Tontogany	Marion
Bowling Green	Dexter City	Hayesville	Martinsville
Bremen	Dillonvale-Mt.	Helena	McArthur
Brewster	Pleasant	Hicksville	McComb
Brilliant	East Rochester	Higginsport	Mechanicsburg
Brookville	Edgerton	Homerville	Mechanicstown
Brunswick	Edon	Homeworth	Medina

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Local Exchange  
Service will be offered  
in the Ohio counties  
served by Verizon  
North as listed below

Mendon  
Milan  
Millersport  
Mineral City  
Minerva  
Minster  
Monroeville  
Montpelier  
Montrose  
Morning Sun  
Morral  
Mowrystown  
Mt. Blanchard  
Mt. Orab  
Nevada  
New Bremen  
New Burlington  
New Concord  
New Lebanon  
New London  
New Marshfield  
New Philadelphia  
New Vienna  
New Washington  
Ney  
North Baltimore  
North Eaton  
North Georgetown  
North Star  
Norwalk  
Oak Harbor  
Oak Hill  
Oberlin  
Ohio City

Ostrander  
Oxford  
Paris  
Payne  
Peebles  
Pemberville  
Perrysville  
Phillipsburg  
Piketon  
Pioneer  
Plain City  
Pleasantville  
Plymouth  
Polk  
Pomeroy  
Port Clinton  
Portland  
Portsmouth  
Port William  
Prospect  
Put-In-Bay  
Radnor  
Rathbone  
Rawson  
Red Haw  
Republic  
Resaca  
Richmond  
Richwood  
Russellville  
Sabina  
Sardinia  
Savannah  
Scio  
Scott  
Seaman  
Seville  
Shade  
Sharon Center  
Sinking Spring

Smithfield  
Spencer  
Spencerville  
St. Henry  
St. Marys  
Strasburg  
Sugarcreek  
Summerfield  
Sylvania  
The Plains  
Tiltonsville  
Tipp City  
Trotwood  
Troy-Tipp City  
Troy  
Valley City  
Van Buren  
Wadsworth  
Wakeman  
Waldo  
Warsaw  
Watertown  
Waverly  
Wayne-Bradner  
Wellington  
Wellston  
West Alexandria  
Westfield Center  
West Milton  
Weston  
West Salem  
West Union  
West Unity  
Wharton  
Wilkesville  
Willard  
Williamsport  
Willshire-Wren  
Wilmington  
Wilmot

Winona  
Woodstock  
Yorkshire

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EXPLANATION OF NOTES

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

TARIFF FORMAT

1.1  
1.1.1  
1.1.1.A.  
1.1.1.1.1  
1.1.1.1.1.1

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SECTION 1 GENERAL REGULATIONS

1.1 APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to the provision of access services by Mountain Communications, LLC to Customers.

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

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.2. DEFINITIONS

ACCESS CODE - Denotes a uniform code assigned by the Company to an individual Customer. The code has the form IOXXX, 10XXXX, 950-0XXX, or 950-1XXX.

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

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

ANSWER SUPERVISION- The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

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

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

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

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

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

COMMISSION or PUCO -Public Utilities Commission of Ohio.

COMPANY. Mountain Communications, LLC.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

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

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

**DUAL TONE MULTIFREQUENCY (DTMF)** - Tone signaling, also known as touch tone signaling.

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

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

**ENTRY SWITCH** - First point of switching.

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

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

**FIRST POINT OF SWITCHING** - The first Company location at which switching occurs on the terminating path of a call proceeding from the Customer premises to the terminating end office and, at the same time, the last Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the Customer premises.

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SECTION - GENERAL REGULATIONS (CONT'D)

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

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

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

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

MESSAGE - A Message is a Call as defined above.

OFF-HOOK - The active condition of Switched Access Service or a telephone exchange line.

ON-HOOK - The idle condition of Switched Access Service or a telephone exchange line.

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

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

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

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

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

**SPECIAL ACCESS CIRCUIT** - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

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

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

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

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

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

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SECTION 1 - GENERAL (CONT'D)

1.3 UNDERTAKING OF THE COMPANY

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

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

1.3.1 Limitations of Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed, and will include such interest as might be required by Commission rules.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY (cont'd)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense due to:
- 1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - 2) Any unlawful or unauthorized use of the Company's facilities and services;
  - 3) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph "A." of this Subsection 1.3.1;
  - 6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY (cont'd)

- 7) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
  - 8) Any noncompletion of calls due to network busy conditions;
  - 9) Any calls not actually attempted to be completed during any period that service is unavailable; and
  - 10) Any other claim resulting from any act or omission of the Customer or of the Customer relating to the use of the Company's services or facilities.
- E. The Company's liability for any service or performance failure caused by civil commotion, strike, lockout, work stoppage or other labor difficulty; any terrorist activity, other criminal acts or other force majeure event; shall be governed by the Commission's rules and regulations.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

1.3 UNDERTAKING OF THE COMPANY(cont'd)

- F. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- G. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- H. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- I. Approval of the above tariff language by the Ohio Public Utility Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Carrier should be upheld in a court of law.

1.4 ALLOWANCES FOR INTERRUPTIONS IN SERVICE

1.4.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 1.4.2 following. A service is interrupted when it becomes inoperative to the Customer, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. All credit allowances shall be in compliance with applicable requirements.
- D. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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#### 1.4 ALLOWANCES FOR INTERRUPTIONS IN SERVICE (cont'd)

##### 1.4.2 Limitations of Allowances

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

- 1) Occurs as a result of a negligent or willful act on the part of the Subscriber;
- 2) Occurs as a result of a malfunction of Subscriber-owned telephone equipment;
- 3) Occurs as a result of military action, wars, insurrections, riots, strikes or other force majeure event; and
- 4) Extended by the Company's inability to gain access to the Subscriber's premises due to the Subscriber missing a repair appointment.

All adjustments will be made in accordance with the Commission requirements.

##### 1.4.3 Use of Another Means of Communications

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

##### 1.4.4 Application of Credits for Interruptions in Service

Credits for interruptions in service shall be provided in accordance with the Commission requirements.

##### 1.4.5 Cancellation For Service Interruption

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

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SECTION 2 RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Use of Service

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

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SECTION2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth in Section 2.7.4 of this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff (examples of these conditions are more fully set forth in Section 2.1.1 of this tariff), shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use and Ownership of Equipment

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

2.2 MINIMUM PERIOD OF SERVICE

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

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SECTION2 - RULES REGULATIONS (CONT'D)

2.3 PAYMENT FOR SERVICE RENDERED

- 2.3.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from other costs incurred in collecting charges owed to the Company.
- 2.3.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.
- 2.3.3 The Company reserves the right to assess a charge of \$10.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.7.1 below.

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SECTION2 - RULES AND REGULATIONS (CONT'D)

2.4 DEPOSITS

2.4.1 To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. All deposit amounts, refunds and interest payments will comply with the PUCO Rules and Regulations governing telephone utilities.

2.4.2 Any deposit required by the Company shall not exceed two times the anticipated monthly recurring revenue to be paid by the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 INSPECTION, TESTING AND ADJUSTMENT

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

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SECTION2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE

2.7.1 Suspension or Termination for Nonpayment

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

Suspension or termination shall not be made until:

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

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for service which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.
- e. Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.3 Verification of Nonpayment

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

2.7.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer ten (10) business days to respond to such notice, may terminate service and sever the from the Customer's premises under the following conditions:

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.7.4 Termination For Cause Other Than Nonpayment (cont'd)

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

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

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

C. Abandonment

1. If it is determined that facilities have been abandoned the Company may terminate access service.
2. In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
  - a. No charge shall apply for the period during which service had been terminated.

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SECTION2 - RULES AND REGULATIONS (CONT'D)

2.7 SUSPENSIONOR TERMINATIONOF SERVICE (Cont'd)

3. Change in the Company's Ability to Secure Access

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

2.7.5 Emergency Termination of Service

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

2.8 OBLIGATIONSOFTHE CUSTOMER

2.8.1 Damages

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

2.8.2 Ownership of Facilities

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.8.3 Equipment Space and Power

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

2.8.4 Testing

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

2.8.5 Design of Customer Services

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

2.8.6 Network Contingency Coordination

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

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SECTION2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONSOFTHE CUSTOMER (Cont'd)

2.8.7 Jurisdictional Reports

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

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

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

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.8.8 Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all charges, including nonrecurring charges, usage charges, and optional features, will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in 2.8.7 will serve as the basis for prorating the charges. The percentage of an Access Service to be charged as intrastate is applied in the following manner:

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

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 DETERMINATION OF MILEAGE

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

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### SECTION 3 SWITCHED ACCESS SERVICE

#### 3.1 GENERAL

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point electrical communications path between a Customer's premises and an End User's premises. It provides for the use of common terminating, switching and trunking facilities, and for the use of common subscriber plant of the Company. Switched Access Service provides for the ability to originate calls an End User's premises to a Customer's premises in the LATA where it is provided.

The application of rates for Switched Access Service is described in Sections 3.5 and 3.6 following. Rates and charges for services other than Switched Access Service, a Customer toll message service, may also be applicable when Switched Access Service is used in conjunction with these other services.

#### 3.2 RATE CATEGORIES

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

- Local Switching
- Local Transport
- CommonLine (see Section of this tariff)

##### 3.2.1 Local Switching

Local Switching provides for the use of end office switching equipment. Included in Local Switching are:

Common Switching, which provides the local end office switching functions and optional features.

Transport Termination, which provides for the trunk side arrangements which terminate the Local Transport facilities. The number of Transport Terminations provided will be determined by the Company.

Where end offices are appropriately equipped, international dialing may be provided. International dialing provides the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard equipped end office.

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SECTION3 - SWITCHED ACCESS SERVICE (CONT'D)

3.2 RATE CATEGORIES(CONT'D)

3.2.2 Local Transport

The Local Transport rate category provides the transmission facilities between the Customer premises and the end office where the Customer traffic is switched to originate or terminate its communications.

Local Transport is a two-way voice frequency transmission path composed of facilities determined by the Company. The two-way voice frequency path permits the transport of calls in the originating direction (from the End User end office switch to the Customer's premises) and in the terminating direction (from the Customer premises to the end office switch), but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration of plant capable of and typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

The Company will work cooperatively with the Customer in determining (1) whether the service is to be directly routed to an end office switch or through an access tandem switch, and (2) the directionality of the service.

A. Transmission Paths

The number of Transport transmission paths provided is based on the Customer's order and is determined by the Company.

B. Interconnection

Interconnection of non-Company switched access transport facilities is available between an end office and a Customer point of presence where such facilities are provided.

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## SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

## 3.3 OBLIGATIONS OF THE COMPANY

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

## 3.3.1 Network Management

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

## 3.3.2 Design and Traffic Routing of Switched Access Service

The Company shall design and determine the routing of Switched Access Service, including the selection of the first point of switching and the selection of facilities from the interface to any switching point and to the end offices where busy hour minutes of capacity are ordered. The Company shall also decide if capacity is to be provided by originating only, terminating only, or two-way trunk groups. Finally, the Company will decide whether trunk side access will be provided through the use of two-wire or four-wire trunk terminating equipment. Selection of facilities and equipment and traffic routing of the service are based on standard engineering methods, available facilities and equipment and the Company's routing plans. If the Customer desires different routing or directionality than that determined by the Company, the Company will work cooperatively with the Customer in determining whether the service is to be routed directly to an end office or through an access tandem switch and (2) the directionality of the service.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.3 OBLIGATIONS OF THE COMPANY (Cont'd)

3.3.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to the Company through its own service evaluation routines, may also be made available to the Customer based on previously arranged intervals and format. The data provides information on overall end-to-end call completion and non-completion performance Customer equipment blockage, failure results and transmission performance. The data does not include service performance data which is provided under other tariff sections, testing service results. If data is to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

3.3.4 Trunk Group Measurements Reports

Subject to availability, the Company will make available trunk group data in the form of usage in CCS, peg count and overflow to the Customer based on previously agreed to intervals.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.4 OBLIGATIONS OF THE CUSTOMER

The Customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

3.4.1 Report Requirements

Customers are responsible for providing the following reports to the Company, when applicable.

A. Jurisdictional Reports

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing reports as set forth in Section 2.8.7 preceding. Charges will be apportioned in accordance with those reports.

B. Code Screening Reports

When a Customer orders service call routing, trunk access limitation or call gapping arrangements, it must report the number of trunks the appropriate codes to be instituted in each end office or access tandem switch, for each of the arrangements ordered.

The Company will administer its network in such a manner that the impact of traffic surges due to peaked 900 Access Service traffic on other access service traffic is minimized. Network management controls as defined in Section 3.3.1 may be implemented at the Company option to ensure acceptable service levels.

3.4.2 On and Off-Hook Supervision

The Customer facilities shall provide the necessary on and off-hook supervision for accurate timing of calls.

3.4.3 Trunk Group Measurements Reports

With the agreement of the Customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to the Company. The data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

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SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

3.5 RATE REGULATIONS

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

Access Charges are applied on a per access minute basis. Access minute charges are accumulated over a monthly period.

3.5.1 Minimum Periods

Switched Access Service is provided for a minimum period of one month.

3.5.2 Cancellation of Access Service Order 3.5.2

A Customer may cancel an Access Order for the installation of service on any date prior to notification by the Company that service is available for the Customer's Use or prior to the service date, whichever is later. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a Customer or End User is unable to accept Access Service within 30 calendar days of the original service date, the Access Order will be canceled and applicable charges will apply.

A. Prior to Firm Order Confirmation Date

If an Access Order is canceled prior to the Firm Order Confirmation date, no charges will apply.

B. On or After Firm Order Confirmation Date

If an Access Order is canceled on or after the Firm Order Confirmation date, the Customer will be billed a flat cancellation fee.

Cancellation Fee: Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

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## SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D)

## 3.6 RATES AND CHARGES

## 3.6.1 Recurring Charges

A.	Local Switching	
	Per Access Minute Originating:	\$0.005330
	Per Access Minute Terminating:	\$0.005330
B.	Local Transport	
	Muxing Per Access Minute Terminating:	\$0.000042
	Common Trunk Port Per Access Minute Terminating:	\$0.000369
C.	800 Data Base Access Service	
	Per Query:	\$0.002294

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## SECTION 4 SPECIAL ACCESS SERVICE

## 4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE

## 4.1.1 Description

Mountain's Local Point to Point service is designed for high-bandwidth voice, data, and video applications that demand the full-time availability of a dedicated service. This service uses Mountain's local rings to provide point-to-point dedicated connections between of your locations or local access to an inter-exchange carrier (IXC) point of presence (POP) at bandwidths ranging from to OC-192.

## 4.1.2 Service Ordering

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

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

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

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

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## SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

## 4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)

## 4.1.3 Access Service Date Intervals

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

- Standard Interval
- Negotiated Interval

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

## A. Standard Interval

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

## B. Negotiated Interval

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

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

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.1 POINT-TO-POINT DEDICATED ACCESS SERVICE (Cont'd)

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

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

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

4.1.4 Access Service Request Modifications

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

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## SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

## 4.2 SPECIAL CONSTRUCTION

## 4.2.1 General

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

- 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; or
- E. on an expedited basis; or
- F. on a temporary basis until permanent facilities are available; or
- 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 the Company's tariff.

## 4.3 CUSTOMER ACCEPTANCE

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

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.4 BASIS OF RATES AND CHARGES

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

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

4.4.1 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 shipping and delivery.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.5 OBLIGATIONS OF THE COMPANY

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

4.5.1 Network Management

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

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.5 OBLIGATIONS OF THE COMPANY (Cont'd)

4.5.2 Design of Point-to-Point Dedicated Access Service

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

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

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

4.5.3 Provision of Service Performance Data

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

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**SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)****4.6 RATE REGULATIONS**

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

**4.6.1 Recurring and Nonrecurring Charges**

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

**4.6.2 Minimum Periods**

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

**4.6.3 Moves**

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

- The point of termination at the Customer's premises
- The Customer's premises

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

**A. Moves Within the Same Building**

When the move is to a new location within the same building, the charge for the move will be an amount equal to one half of the nonrecurring charge for the capacity affected. There will be no change in the minimum period requirements. See Section 4.8.1.

**B. Moves to a Different Building**

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

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.6 RATES AND REGULATIONS (Cont'd)

4.6.4 Installation of Optional Features

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

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

4.6.5 Service Rearrangements

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

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

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

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.6 RATES AND REGULATIONS (Cont'd)

4.6.6 Calculation of Mileage

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

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

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

- C. Square each difference obtained in B above.
- D. Add the squares of the difference and the difference obtained in c.  
above.
- E. Divide the sum of the squares obtained in D above by 10. Round to the next higher whole number if any fraction is obtained.
- F. Obtain the square root of the result obtained in E above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

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## SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

## 4.7 SERVICE DESCRIPTIONS

## 4.7.1 Wideband Digital Data Service (1.544 Mbps)

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

## 4.7.2 Rate Descriptions

There are three basic rate elements that apply to WDDS:

- Local Channel
- Interoffice Channel
- Additional Features

## A. Local Channel

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

## B. Interoffice Channel

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

## C. Additional Features

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

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.7 SERVICE DESCRIPTIONS-(Cont'd)

4.7.3 Reserved for Future Use

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.7 SERVICE DESCRIPTIONS (Cont'd)

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## SECTION 4 SPECIAL ACCESS SERVICE (CONTD)

## 4.8 RATES AND CHARGES

## 4.8.1 Wideband Digital Data Service (1.544 Mbps)

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

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.8 RATES AND CHARGES (cont'd)

4.8.2 Reserved for Future Use

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.9 RESERVED FOR FUTURE USE

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.10 DEDICATED 911 TRANSPORT SERVICE

4.10.1 Application of Service

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

4.10.2 911 High Capacity Channel Description

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

4.10.3 DS1 High Capacity/1.544 Mbps Service

DS1 service (a 1.544 Mbps facility) is provided with electrical interface. A nominal 64.0 kbps service is available only as a channel of a 1.544 Mbps facility between two Telephone Company Digital Data Hubs or as a cross connect of two 2.4, 4.8, 9.6, 19.2, 56.0, or 64.0 kbps channels of two DS1 services at a Digital Data Hub(s). The customer must provide system and channel assignment data.

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

4.10 DEDICATED 91 1 TRANSPORT SERVICE (cont'd)

4.10.4 Central Office Multiplexing

B. DS3 to DSI

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

1 DSIC to DSI

An arrangement that converts a 3.152 Mbps channel to two DSI channels using digital time division multiplexing.

2 DS 1 to Voice

An arrangement that converts a 1.544 Mbps channel to 24 channels for use with Voice Grade Services. A channel(s) of this DSI to the Hub can also be used for WATS access Line, Program Audio or Metallic Services.

3 DS 1 to Digital

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

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SECTION 4 SPECIAL ACCESS SERVICE (CONT'D)

## 4.10 DEDICATED 911 TRANSPORT SERVICE (cont'd)

## 4.10.5 Rates

## A. Channel Mileage

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

## B. Optional Features and Functions

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

\*A channel(s) of this DS1 to the Hub can be used for WATS Access Line, Voice Grade, Program Audio, or Metallic Services.

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## SECTION 6 SPECIAL ARRANGEMENTS

## 6.1 SPECIAL CONSTRUCTION

## 6.1.1 Basis for Charges

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

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

## 6.1.2 Basis for Cost Computation

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

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

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SECTION 6 SPECIAL ARRANGEMENTS (CONT'D)

## 6.1 SPECIAL CONSTRUCTION (Cont'd)

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

## 6.1.3 Termination of Liability

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

- A. The period on which the termination liability is based shall be the full term of the contract between the Company and the Customer.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - 1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - a) Equipment and materials provided or used;
    - b) Engineering, labor and supervision;
    - c) Transportation; and
    - d) Rights of way and/or any required easements.
  - 2 License preparation, processing and related fees;
  - 3. Cost of removal and restoration, where appropriate; and
  - 4. Any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculation the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 6.1.3.B. preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 6.1.3.B. preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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SECTION 6 SPECIAL ARRANGEMENTS (CONT'D)

6.1 SPECIAL CONSTRUCTION (Cont'd)

D. Termination of Liability

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

6.1.4 Reserved for Future Use.

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## SECTION 6 SPECIAL ARRANGEMENTS (CONT'D)

## 6.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

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

## 6.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

In special situations, and subject to Commission review and approval, rates for specialized services will be determined on an Individual Case Basis and specified by contract between the Company and the customers. Any such contract will be filed with the Commission and be made available to similarly situated customers.

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**SECTION 8 BILLING AND COLLECTION****8.1 GENERAL**

The Company will provide the following services:

- Recording Service
- Billing Name and Address (BNA)

**8.2 RECORDING SERVICE**

Recording is the entering on magnetic tape or other acceptable media the details of customer messages originated through switched access service. Recording is provided 24 hours a day, 7 days a week.

The company will provide recording service in association with the offering of Feature Groups B for 900 Access Service, C, and D Switched Access Service for customer messages that can be recorded by company-provided automatic message accounting equipment. In addition, where the company records the customer messages on manual tickets, the company will provide recording service for the manual tickets and at offices where the company provides Feature Group A switched access service and has the ability to record the Feature Group A call detail with automatic message accounting equipment and mark the recorded call detail as Feature Group A call detail for a specific customer, the company will provide the recording service for Feature Group A switched access service. At the request of the customer, recording service will be provided for Feature Group D switched access service on an end office and type of call basis. Type of call means message telecommunications service (MTS) including 700 and 900 service, calls originating and/or terminating over a WATS access line, and station message detail recording for MTS and calls originating from a WATS access line.

The company will provide recording service in its operating territory. The minimum territory for which the company will provide recording service is all the appropriately equipped offices in a state operating territory for which the customer has ordered Feature Group A, B for 900 service, C, or D switched access service. A state operating territory of a particular telephone company includes all its LATAs or market areas which are located in the same state including the areas in contiguous states which are assigned to such LATAs or market areas and served by the same company.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

## 8.2 RECORDING SERVICE (Cont'd)

For Feature Group B or 900 Access Service, C, and D Switched Access Service, the term "customer message" used herein denotes an intrastate call originated by a customer's end user. Station message detail recording is an optional feature which provides a record of customer messages originated by MTS and WATS access lines. Such detail will be provided as part of Feature Group D end office and type of call recording service when requested by the customer. For Feature Group A switched access service, the term "customer message" used herein denotes a call over an intrastate Feature Group A switched access service. A call includes both calls originated to and terminated from a Feature Group A switched access service. The beginning and ending of a customer message are determined pursuant to the written instructions of the customer.

## 8.2.1 Undertaking of the Company

- A. The company will record all customer messages carried over Feature Group B for 900 access service, C, and D switched access service that are available to company-provided recording equipment or operators. The company will record all customer messages, including interLATA intrastate messages and interLATA interstate messages, carried over a Feature Group A switched access service. Unavailable customer service messages (i.e. certain Feature Group C operator and TOPS messages which are not accessible by company-provided equipment or operators) will not be recorded. The recording equipment will be provided at locations selected by the company.
- B. A standard format for the provision of the recorded customer message detail will be established by the company and provided to the customer. If, in the course of company business, it is necessary to change the format, the company will notify the involved customers six months prior to the change. Assembly and editing, provision of customer detail, data transmission to a customer location, special orders for recording and program development will be provided to the customer on a contractual basis.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

- C. Recorded customer message detail which is used at the request of the customer to provide message processing and message bill processing service is not retained by the company for longer than 45 days. The rates for unbilled message detail and the billed message detail is retained for reference in place of the recorded customer message detail. For recorded customer message detail not used by message processing service at the customer's request, the company will make every reasonable effort to recover recorded customer message detail previously made available to the customer and make it available again for the customer. The charges as set forth in the rate schedule, following, will apply for all such detail provided. Such a request must be made within thirty (30) days from the date the details were initially made available to the customer.

8.2.2 Liability of the Company

Notwithstanding 8.2.1 preceding, the company's liability for recording service is as follows:

Unless there is an expressed written agreement to the contrary, in the absence of gross negligence or willful misconduct, no liability for damages to the customer or other person or entity other than as set forth in (A) and (B) preceding shall attach to the company for its action or the conduct of its employees in providing recording service.

8.2.3 Obligations of the Customer

The customer shall order recording service under a special order.

The customer shall order recording service at least one month prior to the date when the customer message detail is to be recorded, unless customer's request requires that recording service be provided by end office and type of call, then the ordering interval will be determined on an individual case basis.

The customer shall order recording service for Feature Group D switched access by end office and type of call in accordance with the terms and conditions established on an individual case basis special order.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

8.2.4 Payment Arrangements and Audit Provision

A. Notice and Scope

- 1 Upon forty-five (45) days' prior written notice by the customer to the company (or such shorter period as the parties may mutually agree upon), the customer or its authorized representative shall have the right to commence an audit during normal business hours and at intervals of no more than one audit in any six month period. The audit will be limited to all such records and accounts as may, under recognized accounting practices, contain information bearing upon amounts subject to being billed to the customer's end users by the company as part of its provision of billing and collection services and the changes to the customer for other services provided by the company pursuant to this tariff.
- 2 The written notice of audit shall identify the date upon which it is to commence, the location, the customer's representatives, the subject matter of the audit, and the materials to be reviewed.
- 3 The written notice of audit shall be directed to the company's representative at the address stipulated by such representative.
- 4 The company may, within thirty (30) days of receipt of the customer's notice of audit, postpone commencement by written notice for a period not to exceed fifteen (15) days, but only for good cause. The company shall also indicate the new date for commencement of said audit.
- 5 Upon completion of the audit, the customer's auditors are to provide an oral report of their findings to the company prior to their departure, followed by a letter within thirty (30) days confirming findings.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

## 8.2 RECORDING SERVICE (Cont'd)

## B. Payment of Expense

Each party shall bear its own expenses in connection with the conduct of an audit. Special data extractions required by the customer for its representative to conduct the audit will be paid for by the customer. "Special data extraction" for auditing purposes shall mean programming, clerical and computer time required to create an output record (from existing data files) that cannot normally be created from current software programs in the production program library.

## C. Requests for Examinations

- 1 In addition to audits, the customer, or its representatives, may request, from time to time, the opportunity to conduct an examination, as defined in (ii) following. The company will make reasonable efforts to accommodate requests for examination and to cooperate in the conduct of an examination.
- 2 An "examination" shall, for purposes of this section, constitute a reasonable inquiry on a single issue or a specific topic related to billing and collection service for a stated reason.

Upon concurrence by both parties that errors or omissions exist, adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit.

## D. Audit Provision

All information received or reviewed by the customer or its authorized representative is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purposes.

## E. Minimum Period and Minimum Monthly Charges

The minimum period for which recording service without sorting is provided and for which charges apply is one month.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.2 RECORDING SERVICE (Cont'd)

F. Cancellation of a Special Order

A customer may cancel a special order for recording service on any date prior to the service date. The cancellation date is the date the company receives written or verbal notice from the customer that the special order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. The service date for recording service is the date the customer requests the recordings to start.

G. Changes to Special Orders

When a customer requests material changes to a pending special order for recording service, the pending special order will be canceled and the requested changes will be undertaken if they can be accommodated by the company under a new special order.

8.2.5 Rate Regulations

The special order charge applies for each special order accepted by the company for recording service or for a subsequently requested change.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.3 BILLING NAME AND ADDRESS SERVICE

Billing Name and Address (BNA) service is the provision of the complete billing name, street address, city or town, state and zip code for a telephone number assigned by the company.

BNA service is provided for the sole purpose of permitting the customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone.

The customer may not use BNA information to bill for merchandise, gift certificates, catalogs, or other services or products.

BNA services is provided on both a manual and a mechanized basis. On a manual basis, the information will be provided by voice telecommunications or by mail, as appropriate. On a mechanized basis, the information will be entered on magnetic tape containing recorded customer messages.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

## 8.3 BILLING AND ADDRESS SERVICE (CONT'D)

BNA information is furnished for sent-paid, collect, bill to third number, 700 and 900 service messages and messages charged to a calling card that is resident in the company's database. In addition, BNA information for messages originated from data terminal numbers (DTNs) of data communications services is furnished on a manual basis only.

## 8.3.1 Undertaking of the Company

- A. A request for information on over 100 and up to 500 telephone numbers should be mailed to the company. The company will provide the response by first class U.S. Mail within ten (10) business days.
- B. Upon receipt of a magnetic tape of recorded customer messages, the company will, at the request of the customer, provide BNA service on a mechanized basis. The tape of messages may be provided by the customer or, where the customer subscribes to recording service as set forth in 8.2 preceding, may be the output from that service. The company will enter the BNA information on the recorded message tape and send the tape to the customer by first class US Mail. Other methods of delivering the data may be negotiated, and charges based on cost will apply.
- C. The company will provide a response to customer-provided tapes by mail within six (6) business days of receipt. The company will process and mail tapes which are the output of recording service every fifth business day.
- D. The company will specify the format in which requests and tapes are to be submitted.
- E. The BNA information will be provided for the calling number furnished to the extent a billing name and address exists in the company customer records information system, including non-published and non-listed numbers. If the billing name and address information for a specific calling number is confidential due to legal, national security, end user or regulatory imposed requirements, the company will provide an indicator on the confidential records.

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SECTION 8 BILLING AND COLLECTION (CONT'D)

8.3 BILLING AND ADDRESS SERVICE.(CONT'D)

- F. The company will provide the most current BNA information resident in its database. Due to normal end user account activity, there may be instances where the BNA information provided is not the BNA that was applicable at the time the message was originated.

8.3.2 Obligations of the Customer

- A. With each order for BNA service, the customer shall identify the authorized individual and address to receive the BNA information.
- B. A customer which orders BNA service on a mechanized basis and which intends to submit tapes of record messages for processing must provide the company with an acceptable test tape or transmission which includes all call types for which BNA information may be requested.
- C. The customer shall institute adequate internal procedures to insure that BNA information, including that related to non-published and non-listed telephone numbers, is used only for the purpose set forth in this tariff and that BNA information is available only to those customer personnel or agents with a need to know the information. The customer must handle all billing name and address information designated as confidential by the company in accordance with the company's procedures concerning confidential information. The company will provide to the customer a statement of its procedures concerning confidential information.
- D. The customer shall not publicize or represent to others that the company jointly participates with the customer in the development of the customer's end user records, accounts, databases or market data, records, files and databases or other systems it assembles through the use of BNA service.

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Issued:

Effective:

Issued by: Larry Sisler, President  
Route 3, Box 69G  
Bruceton Mills, WV 26525

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SECTION 8 BILLING AND COLLECTION (CONT'D)

## 8.3 BILLING AND ADDRESS SERVICE (CONT'D)

- E. When the customer orders BNA service for both interstate and intrastate messages, the projected percentage of interstate use must be provided in a whole number to the company. The company will designate the number obtained by subtracting the projected interstate percentage from 100 (100-projected interstate percentage = intrastate percentage) as the projected intrastate percentage. This whole number percentage will be used by the company to apportion the rates and nonrecurring charges between interstate and intrastate in those circumstances where the recorded message detail is not sufficient to permit the company to determine the appropriate jurisdiction. This percentage will remain in effect until a revised report is received as set forth below.

Effective on the first of January, April, July, and October of each year the customer may update the jurisdictional report. The customer shall forward to the company, to be received no later than 20 calendar days after the first of each such month, a revised report showing the interstate percentage of use for the past three months ending the last day of December, March, June, and September, respectively. Except where jurisdiction can be determined from the recorded message detail, the revised report will serve as the basis for the next three months billing and will be effective on the bill date in the following month (i.e. February, May, August, and November). No prorating or backbilling will be done based on the report. If the customer does not supply the report, the company will assume the percentages to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the company will assume the percentages to be the same as those provided in the order for service.

- F. The company shall use reasonable efforts to provide accurate and complete lists. The company makes no warranties, expressed or implied, as to the accuracy or completeness of these lists.

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Issued:

Effective:

Issued by: Larry Sisler, President  
Route 3, Box 69G  
Bruceton Mills, WV 26525

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SECTION 8 BILLING AND COLLECTION (CONT'D)

## 8.3 BILLING AND ADDRESS SERVICE (CONT'D)

## 8.3.3 Rate Regulations

- A. Service Establishment Charges apply for the initial establishment of BNA service on a manual basis, for the initial establishment of BNA service on a mechanized basis and for establishment of a master BNA list for a customer.
- B. A charge applies for each request for BNA information for a telephone number or DTN number on a manual basis. A charge, as described below in Section F., applies for each message processed to supply BNA information on a mechanized basis.

The company will keep a count of the requests and of the messages processed. The company will bill the customer in accordance with these counts whether or not the company was able to provide BNA information for all request and messages.

- C. Where the recorded message detail is sufficient to determine a message is an intrastate message, the rates set forth in rate schedule Section F. following will apply to each such message.
- D. Usage for which the recorded message detail is insufficient to determine jurisdiction will be prorated by the company between interstate and intrastate.

The percentages provided in the reports as set forth in 8.3.2 (E) preceding will serve as the basis for prorating the charges. The intrastate charges are determined as follows: For usage sensitive (i.e., requests or messages processed) chargeable rate elements, multiply the intrastate percent times actual use times the stated tariff rate, which is \$0.000273.

- E. When a customer cancels an order for BNA service after the order date, the service establishment charge applies.

- F. Rates:

Recording, per customer message	\$0.000273
ANI, per attempt	\$0.000193
BNA	
service establishment charge	\$50.94
query charge per telephone number	\$0.33

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Issued:

Effective:

Issued by: Larry Sisler, President  
Route 3, Box 69G  
Bruceton Mills, WV 26525

## **EXHIBIT 3**

### **Brief Description of Services Proposed**

The Registrant proposes to operate as a reseller and facilities based provider of long distance and local exchange service. The Registrant intends to offer long distance and basic local exchange service throughout the geographic area served by its underlying local exchange service provider to residential and business customers.

## **EXHIBIT 4**

### **Method of Provision of Service**

The Applicant intends to provide long distance and local exchange services on a resale and facilities based basis. Facilities will be limited to offering unbundled network elements from the ILEC.

# **EXHIBIT 5**

## **Description of Proposed Market Area**

The Company intends to provide long distance and local exchange service throughout the geographic service area of its proposed underlying service provider(s), currently AT&T/SBC & Verizon North.

# **EXHIBIT 6**

## **Statement of Public Interest**

The introduction of competition into an industry previously monopolized results in a reduction of the prices consumers pay for goods and services. When competition is introduced into markets that are served by a single provider, the consumer benefits by a way of efficient pricing, improved service quality and expanded product and service capabilities.

The objective of the Federal Telecommunications Act of 1996 is to foster the development of competition in the local market so that consumers will be afforded the foregoing benefits. Pursuant to the Act, barriers to local service entry are prohibited and parameters for competition in local exchange markets are established. Because the Company will be able to offer a broad range of services to customers wherever the incumbent LECs offer appropriate wholesale tariffs, the Company's entry into the local service market will serve to foster competition.

The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation and customer service. Those local providers that offer consumers the most cost effective products will gain market share. In contrast, local providers whose products do not meet the needs of consumers will lose market share and will ultimately, be eliminated from the industry.

Further, granting of this Registration will be beneficial to all classes of customers. The Company currently offers competitive local exchange services to both residential and business customers throughout the geographic service area of its underlying ILEC, and will be able to offer unbundled network elements to customers once certified as a facilities-based CLEC.

The Company's entry into the facilities-based local exchange market will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve nearly all of the local exchange customers in the State. Moreover, exchange services competition will stimulate the demand for value added services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately enhance their profit margins. Finally, it is important to recognize that in a competitive market, incumbent LECs will derive revenues from both resellers of their local exchange services as well as facilities based competitive local exchange providers.



## **EXHIBIT 7**

### **Description of the Class of Customers to be Served**

The Company intends to provide resold long distance and facilities-based local exchange service to residential and business customers.

## **EXHIBIT 8**

**Evidence of Registration with Ohio Department of Taxation and Ohio  
Secretary of State including Certificate of Good Standing**



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/29/2008	200805901882	REGISTRATION OF FOREIGN LIMITED LIABILITY CO (LFA)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

MOUNTAIN COMMUNICATIONS LLC  
RT 3 BOX 69 G  
BRUCETON MILLS, WV 26525

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jennifer Brunner**

1760967

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**MOUNTAIN COMMUNICATIONS LLC**

and, that said business records show the filing and recording of:

Document(s)

**REGISTRATION OF FOREIGN LIMITED LIABILITY CO**

Document No(s):

**200805901882**

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

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 19th day of February, A.D. 2008

**Ohio Secretary of State**

**REGISTRATION  
CONFIRMATION**

*Taxpayer Services  
Compliance Support Division  
P.O. Box 182215  
Columbus , OH 43218-2215  
Phone: 1-888-405-4089  
Fax: 1-614-466-8892  
TTY/TDD: 1-800-750-0750  
tax.ohio.gov*

4/8/2008

Mountain Communications, LLC  
Route 3 Box 69G  
Bruceton Mills, OH 26525

RE: Account Type: SELLERS REGISTRATION  
Account Number: 99801718  
Effective Date: 5/1/2008  
Filing Frequency: SEMI-ANNUAL

Dear Taxpayer:

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail or fax. You may also contact us by telephone or by email through our Web site at [tax.ohio.gov](http://tax.ohio.gov)

Legal Name:	Mountain Communications, LLC
Federal Employer Identification Number:	141844408
Social Security Number:	
Ohio Charter Number:	

You can file and pay your sales tax return(s) electronically through the Ohio Business Gateway at [www.obg.ohio.gov](http://www.obg.ohio.gov) . **IF YOU CHOOSE NOT TO FILE ELECTRONICALLY, YOU CAN DOWNLOAD A FORM UST-1 FROM OUR WEB SITE AT [TAX.OHIO.GOV](http://TAX.OHIO.GOV).**

The Treasurer of State must receive all returns and payments on or before the 23<sup>rd</sup> of the month following the end of the reporting period. Failure to file and pay taxes due in a timely manner may result in the loss of discount and the imposition of interest, penalties and/or additional charges. You must file a return even if you made no taxable sales for the filing period.

If you have questions concerning your tax responsibilities or how to file your return(s) please contact us at 1-888-405-4039.

OHIO DEPARTMENT OF TAXATION  
PO BOX 182215, COLUMBUS, OHIO 43218-2215

Mountain Communications, LLC  
Route 3 Box 69G  
Bruceton Mills, OH 26525

License Type: SELLERS REGISTRATION  
Account #: 99801718  
Effective Date: 5/1/2008

This is to certify that the above registrant is authorized to make retail sales subject to taxes levied pursuant to Chapter 5739 of the Ohio Revised Code.

A new registration must be obtained if the business is sold or if the form of ownership changes. An ownership change includes, but is not limited to, incorporating a business, changing from a partnership to a sole proprietor, a sole proprietorship to a partnership, or any similar entity change.

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

*I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show MOUNTAIN COMMUNICATIONS LLC, a Delaware Limited Liability Company, Registration Number 1760967, filed on February 19, 2008, is currently in FULL FORCE AND EFFECT upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 1st day of April, A.D. 2008*

A handwritten signature in cursive script, appearing to read "Jennifer Brunner", written in black ink.

Ohio Secretary of State

Validation Number: V200891AD57F7

# **EXHIBIT 9**

## **Documentation Attesting to Registrant 's Financial Viability**

- 1.)An executive Summary describing the applicant's current financial condition, liquidity, and capital resources is attached hereto.

**Mountain Communications, LLC**  
**Executive Summary**

Mountain Communications, LLC was organized on August 27, 2002 in the State of Delaware and operates in the states of West Virginia, Pennsylvania and Maryland as a facilities-based reseller of local and long distance telecommunications services, cable television and internet services. The company will rely on its own financial resources to fund its operations in Ohio, and has a solid financial basis as is evidenced by the attached year-end income statement and balance sheet.



## **EXHIBIT 10**

### **Documentation Attesting to Registrant 's Financial Viability**

A copy of the Applicant's most current available Balance Sheet and actual Income Statement evidencing its financial capability is attached. A pro forma income statement is also attached.

12:46 PM

03/25/08

Accrual Basis

**Mountain Communications, LLC****Profit & Loss**

January through December 2007

Jan - Dec 07

**Ordinary Income/Expense****Income**

4100 · Cable Subscription Revenue	254,130.82
4230 · Internet Service Revenue	201,670.15
4000 · Phone Service Revenue	1,612,167.17
4200 · VOIP Service	190,564.77
4210 · Finance Charges	10,109.78
4300 · Carrier Access Billing System	188,046.17
4320 · Fees	803.28
4350 · Reimbursable Expenses	365,459.97
4355 · Overpayment Account	1,041.48
4360 · Resale to other Companies	105,183.57

**Total Income****2,947,296.87****Expense**

6746 · Supplies	1,452.62
6602.5 · Wholesale Cost Digital Connect	99,079.38
6005 · Administration Fee	170,000.00
6010 · Amortization Expense	3,188.48
6020 · Bank Service Charges	103.03
6025 · Billing processing cost	91,038.50
6030 · Cable Installation Expense	20,558.99
6050 · Cleaning	3,515.52
6060 · Commissions	187,452.80
6070 · Contributions	4,821.70
6075 · Depreciation Expense	582,761.32
6080 · Dues and Subscriptions	928.38
6085 · Insurance	33,319.91
6100 · Interest Expense	140,285.04
6110 · Licenses and Permits	7,838.80
6115 · Maintenance Fees	894.79
6120 · Marketing and Advertising	16,890.22
6125 · R & D	0.00
6130 · Miscellaneous	7,909.97
6500 · Monthly Network Cost VOIP	55,887.98
6200 · Monthly Network Cost	1,491,159.67
6700 · Office Expense	26,325.33
6705 · Salaries and Wages	338,716.61
6710 · Payroll Taxes	30,940.85
6720 · Postage and Delivery	23,244.45
6725 · Printing and Reproduction	30,321.49
6730 · Professional Fees	8,550.00
6735 · Programming Expense	89.86
6740 · Rent	14,930.83
6745 · Repairs and Maintenance	18,744.93
6755 · Sub Contract Labor	22,352.11
6800 · Taxes	37,558.80
6900 · Telephone	17,204.10
6910 · Trash	187.50
6915 · Travel and Entertainment	835.69
6920 · Utilities	30,330.31
6930 · Vehicle Expense	68,602.92

**Total Expense****3,588,130.78****Net Ordinary Income****-640,833.79****Other Income/Expense****Other Income**

7000 · Other Income 0.00

**Total Other Income****0.00**

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03/25/08

Accrual Basis

**Mountain Communications, LLC****Profit & Loss**

January through December 2007

	<u>Jan - Dec 07</u>
Other Expense	
8000 - Other Expenses	<u>0.00</u>
Total Other Expense	<u>0.00</u>
Net Other Income	<u>0.00</u>
Net Income	<u><u>-640,833.79</u></u>

12:47 PM

03/25/08

Accrual Basis

# Mountain Communications, LLC

## Balance Sheet

As of December 31, 2007

	Dec 31, 07
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1030 - CABS - Wesbanco Bank	210.28
1010 - Checking - WesBanco Bank	21,935.16
1020 - Checking Wesbanco Tax Account	21,663.19
Total Checking/Savings	-81.69
Accounts Receivable	
1210 - Accounts Receivable	281,058.73
Total Accounts Receivable	281,058.73
Other Current Assets	
1320 - Employee Advance	3,424.84
Total Other Current Assets	3,424.84
Total Current Assets	284,421.86
<b>Fixed Assets</b>	
1515 - Land Improvements	19,850.00
1510 - Computer Hardware	21,780.29
1520 - Computer Software	25,810.70
1530 - Furniture & Fixtures	22,843.86
1540 - Network Test Equipment	16,691.51
1550 - Network Build Cost	4,480,239.28
1560 - Accumulated Depreciation	-2,858,821.21
Total Fixed Assets	1,927,294.43
<b>Other Assets</b>	
1705 - Accum Amort - Tariffs	-9,510.81
1710 - Organizational Costs	7,525.00
1810 - Accum Amort - Org Costs	-7,525.00
1720 - Start Up Costs	3,523.10
1820 - Accum Amort - Start Up Costs	-3,523.10
1730 - Trade Name	2,000.00
1830 - Accum Amort - Trade Name	-711.09
1740 - Tariffs & Licenses	29,015.44
Total Other Assets	20,783.74
<b>TOTAL ASSETS</b>	<b>2,232,610.05</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Credit Cards	
2130 - Visa - Kevin- Procom	-530.08
Total Credit Cards	-530.08
Other Current Liabilities	
2111 - Year end Accounts Payable	71,286.20
PA Universal Service Fund	-836.08
2205 - Line of Credit - Centra Bank	1,959,130.00
2500 - Telecommunication Taxes Payable	84,346.24
2225 - Payroll Liabilities	3,563.32
2410 - Deposits from Customers	5,588.62
Total Other Current Liabilities	2,117,358.50
Total Current Liabilities	2,116,828.42
<b>Total Liabilities</b>	<b>2,116,828.42</b>
<b>Equity</b>	
3000 - DCMU, LLC Equity	987,983.08
3030 - TMI Equity	1,386,452.09
3080 - Larry Sisler Equity	99,000.00

Proprietary Information, Prepared Internally

12:47 PM

03/25/08

Accrual Basis

**Mountain Communications, LLC**  
**Balance Sheet**  
As of December 31, 2007

3100 - Retained Earnings  
Net Income  
Total Equity  
**TOTAL LIABILITIES & EQUITY**

Dec 31, 07-1,898,929.75-840,833.79115,681.83**2,232,510.05**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1														
2														
3														
4	Interstate Minutes/month	600												
5	Calling Card Free Minutes	40												
6	Toll Free Minutes Free	100												
7														
8														
9														
10			Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
11	Customers	6000	2000	6000	10000	16000	20000	26000	30000	36000	40000	46000	50000	56000
12														
13														
14														
15	Revenue	\$29.95	\$ 69,800	\$ 149,760	\$ 289,600	\$ 449,260	\$ 599,000	\$ 749,760	\$ 899,500	\$ 1,049,260	\$ 1,199,000	\$ 1,347,760	\$ 1,497,500	\$ 1,647,260
16														
17	Cost	\$23.98	\$ 47,920	\$ 119,800	\$ 239,600	\$ 359,400	\$ 479,200	\$ 599,000	\$ 718,800	\$ 838,600	\$ 958,400	\$ 1,078,200	\$ 1,198,000	\$ 1,317,800
18														
19	GM	20%												
20														
21	GM	\$ 6.99	\$ 11,980	\$ 29,860	\$ 69,800	\$ 89,850	\$ 119,800	\$ 149,760	\$ 179,700	\$ 209,650	\$ 239,600	\$ 269,550	\$ 299,500	\$ 329,450
22														
23	Telemarketing cost	\$24.00	\$ 48,000	\$ 72,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
24														
25	Billing Setup		\$ 18,900											
26														
27	Legal & Administrative		\$ 16,000	\$ 6,000	\$ 6,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000
28														
29	PL		\$ (69,420)	\$ (48,060)	\$ (69,160)	\$ (38,160)	\$ (9,200)	\$ 20,750	\$ 50,700	\$ 80,650	\$ 110,600	\$ 140,550	\$ 170,500	\$ 200,450
30														
31	Gain PL		\$ (69,420)	\$ (114,070)	\$ (150,170)	\$ (219,320)	\$ (228,520)	\$ (207,270)	\$ (157,070)	\$ (76,420)	\$ 34,180	\$ 174,730	\$ 345,280	\$ 545,660

# **EXHIBIT 11**

## **Evidence of Registrant 's Technical and Managerial Expertise**

The Registrant currently provides long distance and local telecommunications services in the states of West Virginia, Pennsylvania and Maryland . Registrant's technical and managerial ability is evidenced by the experience of its officers as set forth in the profiles submitted as Exhibit 11.

Additionally, the Registrant proposes to operate as a reseller of long distance services and a facilities-based provider of local exchange services to the extent that it will offer unbundled elements from the underlying service provider(s). Therefore, the actual facilities used will generally be those of the underlying carrier, making the Applicant's technical capability equivalent of the underlying provider.

**Larry Jackson Sisler**  
**3814 White Rock Road**  
**Friendsville, MD 21531**  
(304) 379-8276 Work  
(301) 616-8276 Cell

## Experience

### *October 2003 to Present:*

Managing Member of Mountain Communications, LLC dba Procom. A Fiber to the Home Cable Company operating in western Maryland that provides Cable TV, Internet and Telephone Service to residential customers. Also a CLEC operating in MD, WV, and PA. Responsibilities include heading up the company, operations, sales, and arranging for all financing.

### *April 2004 to Present:*

Dealer Principal, Patriot Chrysler, Dodge and Jeep. A franchised auto dealership handling Chrysler, Dodge and Jeep.

### *May 2003 to Present:*

Owner, LJS Real Estate LLC. Involved in purchasing and selling tracts of property in Western Maryland and West Virginia. Also owns several parcels of commercial property that is rented.

### *October 1997 to Present:*

President/CEO of Tele Max, Inc. An independent Payphone provider with 900 payphones installed in Maryland, Pennsylvania, West Virginia, and Virginia. Responsible for all operations of the company including sales and service, financing, acquisitions, and oversee daily operations.

### *Other businesses owned and sold:*

October 1997 through December 2000

George's Creek Company dba Team One: A franchised Auto Dealership handling Chevrolet, Oldsmobile, Buick, GMC and Jeep

June 1995 through December 2001

Mountaintop Management, LLC. A land management company with over 12,000 acres in assets.

### *July 1986 - October 1997*

President/CEO of Professional Communications Management Services dba ProCom. A Long Distance reseller based in Hazelton, WV with annual sales in excess of \$18,000,000.00.

Responsible for all operations, Sales, acquisitions for the company, along with daily operations management.

### *May 1985-June 1986*

Site Supervisor - Cable and Wireless, 12<sup>th</sup> & K St., Washington, DC. Responsibilities included supervising eight technicians that monitored a fiber network covering New York to Washington, DC and Washington, DC to Chicago, IL. Other responsibilities included trouble shooting, cable cut locator, and new site setup during network expansion. Responsible for interface relations



between British upper management and United States site employees.

*March 1983 - May 1985*

Switch Technician - StarNet Corporation, 1120 20<sup>th</sup> Street, Washington, DC. Responsible for turnup and disconnect along with trouble shooting of Voice and Data customers. Responsible for setup and expansion of Harris switches when necessary.

*January 1982 - March 1983*

Technician - ITT/USTS, Silver Spring, MD. Responsible for installation and maintenance of dedicated Voice and Data circuits. Responsible for the maintenance and upkeep of Ericsson microwave equipment.

*January 1979 - December 1981*

32-D Fixed Station Tech Controller- United States Army. Responsible for installation and maintenance of Data circuits for military communications.

**Kevin E. Slagle**  
**4626 White Rock Road**  
**Friendsville, MD**  
(301) 746-5301 (work)  
(301) 501-0706 (cell)

*October 2003 to Present:*

VP Outside Plant - Mountain Communications, LLC dba Procom. Responsible for all outside plant on Mountain's Fiber to the Home Network supplying Cable TV, Internet and Telephone to residential customers in western Maryland.

*November 1997 to Present:*

Vice President/COO of Tele Max, Inc. An independent Payphone Provider with 900 payphones installed in Maryland, Pennsylvania, West Virginia and Virginia. Responsibilities include the day to day operations of the business. Provide management and supervision to seven service personnel and program functions of the payphone equipment. Other responsibilities include interfacing with all suppliers, reviewing operator services, local exchange carrier statements, and status of payphone equipment inventories.

*October 1986 to November 1997*

Vice President/COO of Professional Communications Management Services. Responsible for daily operations management for ProCom, a long distance reseller based in Hazelton, WV. Oversaw the daily supervision of 52 employees. Interfaced with all Long Distance carriers and vendors providing service to ProCom. Provided employee training, and developed software to interface with carriers.

*June 1979 to October 1986*

Various positions held as stonemason and Auto Mechanic  
All positions were related to providing needed labor to employer.

# **EXHIBIT 12**

## **List of Names, Addresses and Phone Number of Officers, Directors or Partners**

Larry Sisler, Managing Member  
Mountain Communications, LLC  
Route 3, Box 69G  
Bruceton Mills, OH 26525  
Phone (304) 379-8276

Bobbie Wolfe, V.P. Operations  
Mountain Communications, LLC  
Route 3, Box 69G  
Bruceton Mills, OH 26525  
Phone (304) 379-8276

Kevin Slagle, V.P. Outside Plant  
Mountain Communications, LLC  
Route 3, Box 69G  
Bruceton Mills, OH 26525  
Phone (304) 379-8276

## **EXHIBIT 13**

### **Documentation Indicating the Registrant's Corporate Structure and Ownership**

The Registrant is a corporation organized under the laws of the State of Delaware on 8/27/2002. Articles of Incorporation are attached.

The Registrant has no parent company, subsidiaries or other affiliates.

The company is owned as follows:

Telexmax, Inc. 50% shareholder

Deep Creek Mountain Utility's LLC 50% shareholder

## **EXHIBIT 14**

### **Information Regarding Similar Operations**

Mountain Communications, LLC has been operating as a long distance and local services provider in Maryland, Pennsylvania and West Virginia for several years, and holds no certificates of authority to provide standard telecommunications services in any other states.

## **EXHIBIT 15**

### **Maintaining Local Telephony Records in Accordance with GAAP**

The Applicant agrees to maintain local telephony records separate and apart from any other accounting records in accordance with GAAP, pursuant to Rule 4901:1-6-09(E)(4), Ohio Administrative Code (O.A.C.).

## **EXHIBIT 16**

### **Verification of Compliance with any Affiliate Transaction Requirements**

The Registrant does not currently have any affiliates, but agrees to comply with all affiliate transaction requirements within the State of Ohio should it have any affiliates in the future.

## **EXHIBIT 17**

### **Explanation as to Whether Rates are Derived Through Interconnection Agreement, Retail Tariff, or Resale Tariffs**

Rates are derived from retail tariffs.



## **EXHIBIT 18**

### **Explanation as to Which Service Areas the Company Currently has an Approved Interconnection Agreement or Resale Agreement**

The Company is in the process of negotiating interconnection agreements with SBC  
/AT&T Ohio and Verizon North.

# **EXHIBIT 19**

## **Letters Requesting Negotiation Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a Proposed Timeline for Construction, Interconnection, and Offering of Services to End Users**

The Applicant has initiated negotiations with SBC/AT&T Ohio and Verizon North. The Company's letter initiating negotiations with AT&T is attached. The Company currently has an active Wholesale Agreement with Verizon in use for other states and have requested the addition of OH to their existing agreement.

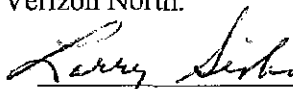
Applicant intends to provide facilities-based local exchange services within the State of Ohio within sixty (60) days of certification by this Commission. The Applicant is obtaining facilities-based authority in order to offer unbundled network elements from the ILECs. The Applicant will not construct or deploy any facilities with the State of Ohio.

**AFFIDAVIT**

State of LOUISIANA

County of JEFFERSON

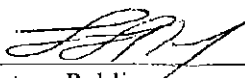
My name is Larry Sisler and I am the Managing Member of Mountain Communications, LLC and am authorized to make this statement on the Company's behalf. Mountain Communications, LLC. has entered into negotiations to establish an interconnection and/or transport and termination agreement with SBC/AT&T and Verizon North.



Larry Sisler, Managing Member  
Mountain Communications, LLC  
Route 3, Box 69G  
Bruceton Mills, WV 26525

Date 4-14-08

Signed this 14<sup>th</sup> day of Apr, 2008

  
\_\_\_\_\_  
Notary Public

My Commission Expires at death

**LEON L. NOWALSKY**  
Notary Public, State of Louisiana  
My Commission is issued for life.  
Notary Number: 4339

April 23, 2008

Contract Management  
311 S. Akard  
Four AT&T Plaza, 9<sup>th</sup> Floor  
Dallas, Texas

Re: Mountain Communications, LLC -- Request to initiate negotiations

Director -- Contract Management

Pursuant to Sections 251 & 252 of the Telecommunications Act of 1996, Mountain Communications, LLC ("Carrier") desires to begin the negotiations process to reach a mutually acceptable:

Local Interconnection (includes Resale provisions) Agreement

Local Wholesale (UNEP Replacement) Agreement  
for the state of Ohio.

Carrier Information:

Larry Sisler  
Managing Partner  
Route # 3, Box 696  
Bruceton Mills, West Virginia  
Email: [lsisler@4-procom.com](mailto:lsisler@4-procom.com)  
Telephone: 304-379-8276  
FAX: 304-379-2167  
State of Incorporation: Delaware

Consultant's Information

Thomas W. Brinkman - Consultant  
4865 Thicket Path  
Acworth, Georgia  
Email: [tbrinkma@bellsouth.net](mailto:tbrinkma@bellsouth.net)  
Telephone: 770-402-4747  
FAX 770-975-7246

Enclosed please find documentation from Telcordia confirming the ACNA, and NECA confirming the OCN. Also enclosed is a verification of registration from the Secretary of State.

As to the proof of CLEC certification, an application has been filed, however, per the information contained in the enclosed email from Marianne Townsend, the Retail Section Chief, they will not finalize the certification they have proof that Procom has formally initiated negotiations for an Interconnection Agreement.

Should you have any questions or if additional information is required, I can be reached via email at [tbrinkma@bellsouth.net](mailto:tbrinkma@bellsouth.net) or via my telephone, which is 770-402-4747.

Thank you.

Sincerely,



Thomas W. Brinkman - Consultant

## **EXHIBIT 20**

### **Applicant's Intentions Regarding Offering of Prepaid Local Services**

The Applicant does not intend to provide local services which require payment in advance of customer receiving dial tone.

# **EXHIBIT 21**

## **Tariff Sheets Listing Prepaid Services**

The Company will not provide prepaid local services.

## **EXHIBIT 22**

### **Customer Bill and Disconnection Notice**



<<AccountNumber>>

<<CustomerName>>

Billing Date:	Billing Period	Due Date

Mountain Communications, LLC  
Route 3, Box 69G  
Bruceton Mills, WV 26525

FOR BILLING INQUIRIES: 1-866-776-2662 FOR SERVICE INQUIRIES: 1-866-776-2662

[www.4-procom.com](http://www.4-procom.com)

Please remit this bill via U.S. Mail to Route 3, Box 69G, Bruceton Mills, WV 26525

DESCRIPTION	Rate	Quantity	Amount
Current Month's Charges			
Credits applied to account:			
Unpaid charges from previous bill:			
Late payments:			
Charges for regulated competitive service:			
Charges for local extended area service calls, including any usage-sensitive charges:			
Recurring, fractional or non-basic service charges:			
Charges for non-regulated services or products:			
Taxes and surcharges: [include summary]			
9-1-1 charges:			
An itemization of local and/or toll charges is attached.			

Total Due \$ <<TotalDue>>
---------------------------

**Nonpayment of toll charges may result in disconnection of toll service and may be subject to collection actions, but will not result in the disconnection of local service.**

**If your complaint is not resolved after you have called Mountain Communications, LLC at (866) 776-2662 or contacted us by email at [www.4-procom.com](http://www.4-procom.com). For general utility information, residential and business customers may call the Public Utilities Commission of Ohio, toll free at 1-800-686-7826 or for TDD/TYY toll free at 1-800-686-1570 from 8:00 am to 5:30 p.m. weekdays, or visit [www.puco.ohio.gov](http://www.puco.ohio.gov).**

**The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays or visit [www.pickocc.org](http://www.pickocc.org).**

**Mountain Communications, LLC**

*Route 3, Box 69G  
Bruceton Mills, WV 26525  
(866) 776-2662*

---

**NOTICE OF RESIDENTIAL DISCONNECTION**

<<Date>>  
<<CustomerName>>  
<<Address>>  
<<City>><<State>><<Zip>>

<<AccountNo>>  
<<AmountPastDue>>

This will serve as notice that Mountain Communications, LLC intends to disconnect your <<ServiceType>> telephone service. Mountain Communications has not received payment for services since <<LastPaymentDate>>. The total amount past due is <<AmountPastDue>>. An additional charge for reconnection may apply if your service is disconnected. Payments to an address other than the one listed above may result in the untimely or improper crediting of your account.

The reasons for disconnection of service are <<DiscoReasons>>. **In order to avoid the disconnection, you must take the following action:** <<Action>><<AmountDue>>. The earliest date when disconnection will occur is <<DiscoDate>>.

Please note that the total amount due to avoid disconnection of your local service is <<LocalAmountDue>>. Failure to pay the amount required at the company's address above by <<DueDate>> may result in the disconnection of your local service. The total amount due for toll charges is <<TollAmountDue>>. Nonpayment of toll charges may result in the disconnection of toll service, but not in the disconnection of local service. If applicable, the total amount due for non-regulated charges is <<NonRegulatedAmountDue>>. However, nonpayment of non-regulated charges cannot result in the disconnection of local service or regulated toll service.

If you wish to contact Mountain Communications to discuss your account, please call or send all correspondence to our Customer Service Department at Route 3, Box 69G, Bruceton Mills, WV 26525, or call (866) 776-2662 between the hours of 8:00am to 5:00pm EST, weekdays.

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have contacted Mountain Communications, or if you need general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll free at 800-686-7826 or for TDD/TYY toll free at 1-800-686-1570 from 8:00am to 5:30pm weekdays, or visit [www.puco.ohio.gov](http://www.puco.ohio.gov).

The Ohio Consumers Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted toll free at 877-742-5622 from 8:00am to 5:00pm weekdays, or visit [www.pickocc.org](http://www.pickocc.org)

## **EXHIBIT 23**

### **Sample Copy of Customer Application for Residential Service**

# MOUNTAIN COMMUNICATIONS, LLC SERVICE AGREEMENT

RATE PER MINUTE		INVOICE INFORMATION	
<b>Out of State</b>  	<b>IN STATE:</b>  	<b>BILLING NAME</b> 	
		<b>PHYSICAL ADDRESS</b> 	
		<b>CITY</b> 	<b>STATE</b> <b>ZIP</b> 
		<b>CONTACT PERSON</b> 	
		<b>CONTACT NUMBER</b> <b>EXT.</b> 	
<b>CALLING CARD:</b> <small>PER CALL FEE</small> <div style="text-align: center;">0*</div> <b>RPM: 11.9¢</b>		<b>MAILING ADDRESS</b> <b>CITY</b> 	
Bills under \$___ per month: ___ Billing Fee *All payphone calls using a calling card or a 800 # incur a tax of: .35¢ per call		<b>STATE &amp; ZIP</b> <b>FEDERAL TAX ID OR S.S. NUMBER:</b> 	
		<b>NOTES</b> 	

PHONE NUMBER(S)		800 INBOUND SERVICE		N: New or C: Current
1		<b>B: Business</b>		
2		<b>R: Residential</b>		
3				
4				
5				
6				
7				
Accounting Codes _____ Digits (2 - 8)		N: Verified R: Verified		
* Verified codes are written on a separate piece of paper: YES <input type="checkbox"/>				

800 INBOUND SERVICE		N: New or C: Current
<b>8XX</b>		
<b>RINGING TO:</b>		
<b>8XX</b>		
<b>RINGING TO:</b>		
<b>INSTALL FEE</b>	<b>TOTAL 8XX's Fees</b>	<b>Toll Free Number Tax per Month:</b>
0		.49¢ per number

YOUR REQUESTED SERVICE(S) ARE:	
InterState & IntraState Calling:	YES _____ NO _____
InterState Only:	YES _____ NO _____

CALLING CARD SERVICE	PAYMENT
<input type="checkbox"/> Calling Card(s) _____ Quantity	<b>Billing Method</b> _____ Visa      _____ Master Card _____ American Express      _____ Discover Card Credit/Debit Card Number: _____ Expiration Date: _____ Name on the Card: _____
<b>SPECIAL REMARKS</b>	
<b>Contact Us</b>	<b>Authorization</b>
Mountain Communications, LLC (866) 776-2662 www.4-procom.com	By signing below, I authorize Mountain Communications, LLC to provide long distance services on the phone line(s) listed in this agreement and to act as my agent in all matters related to such service. I am at least 18 years of age and authorized to order said services. I personally guarantee to Mountain Communications, LLC the payment for all services rendered, when due. I authorize Mountain Communications, LLC to check my credit and charge my credit/debit card for payment of services in accordance with Mountain's terms and conditions. I HAVE READ THE TERMS AND CONDITIONS ON THE BACK OF THIS AGREEMENT.  _____ Authorized Signature: _____ Date: _____  _____ Print Name: _____

## **EXHIBIT 25**

### **List of Ohio Exchanges Applicant Intends to Serve**

The Applicant intends to service within the SBC/AT&T Ohio and Verizon North exchanges. A list of these exchanges are attached.

# The Public Utilities Commission of Ohio

[Home](#)
[Electric](#)
[Natural Gas](#)
[Telephone](#)
[Water](#)
[Railroad](#)
[Motor Carrier](#)

## Exchanges served by AT\_T Ohio

[Map of AT\\_T Ohio's Service Territory](#)

Aberdeen

Akron

Alliance

Alton

Arabia

Atwater

Barnesville

Beallsville

Beavercreek

Bedford

Belfast

Bellaire

Bellbrook

Belpre

Berea

Bethesda

Bloomingburg

Bloomingville

Bowersville

Brecksville

Burton

Canal Fulton

Canal Winchester

Canfield

Canton

Carroll

Castalia

Cedarville

Centerville [MOT]

Chagrin Falls

Cheshire

Chesterland

Christiansburg

Clarington
Cleveland
Columbiana
Columbus
Conesville
Corning
Coshocton
Dalton
Danville [HIG]
Dayton
Donnelsville
Dresden
Dublin
Duffy
East Liverpool
East Palestine
Enon
Fairborn
Findlay
Fletcher-Lena
Fostoria
Franklin
Fremont
Fultonham
Gahanna
Gallipolis
Gates Mills
Girard
Glenford
Gnadenhutten
Graysville
Greensburg
Grove City
Groveport
Guyan
Harrisburg
Hartville



Hillcrest
Hilliard
Hillsboro
Holland
Hubbard
Independence
Ironton
Jamestown
Jeffersonville
Kent
Kirtland
Lancaster
Leetonia
Leroy
Lewisville
Lindsey
Lisbon
Lockbourne
London
Louisville
Lowellville
Magnolia-Waynesburg
Manchester [SUM]
Mantua
Marietta
Marlboro
Marshall
Martins Ferry-Bridgeport
Massillon
Maumee
Medway
Mentor
Miamisburg-W. Carrollton
Middletown
Milledgeville
Mingo Junction
Mogadore

Monroe
Montrose [CUY]
Murray City
Navarre
Nelsonville
New Albany
New Carlisle
New Holland
New Lexington
New Matamoras
New Riegel
New Waterford
Newcomerstown
Newport
Niles
North Canton
North Hampton
North Jackson
North Lima
North Royalton
Norwich
Olmsted Falls
Painesville
Perrysburg
Philo
Piqua
Pitchin
Rainsboro
Ravenna
Reynoldsburg
Rio Grande
Ripley
Rogers
Rootstown
Roseville
Rushville
Salem

Salineville
Sandusky
Sebring
Sedalia
Sharon
Shawnee
Somerset
Somerton
South Charleston
South Solon
South Vienna
Spring Valley
Springfield
St. Clairsville
Steubenville
Strongsville
Sugar Grove
Sugar Tree Ridge
Terrace
Thornville
Tiffin
Toledo
Toronto
Tremont City
Trenton
Trinity
Uhrichsville
Uniontown
Upper Sandusky
Vandalia
Victory
Vinton
Walnut
Washington Court House
Wellsville
West Jefferson
West Lafayette

Westerville
Whitehouse
Wickliffe
Willoughby
Winchester
Woodsfield
Worthington
Xenia
Yellow Springs-Clifton
Youngstown
Zanesville



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# The Public Utilities Commission of Ohio

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## Exchanges served by Verizon North

 Map of [Verizon North's Service Territory](#)

Adena

Albany

Amanda

Amesville

Amsterdam

Antwerp

Arlington

Ashland

Ashley

Ashville

Athens

Attica

Baltic

Baltimore

Barlow

Beach City

Beaver

Bellevue

Bergholz

Berlin

Berlin Heights

Bettsville

Beverly

Blanchester

Bloomville

Bolivar

Bowerston

Bowling Green

Bremen

Brewster

Brilliant

Brookville

Brunswick

Bryan
Burbank
Byesville
Cadiz
Caldwell
Cambridge
Carey
Carrollton
Catawba
Celina
Chatham
Chesapeake
Cheshire Center
Circleville
Clarksville
Clyde
Coldwater
Congress
Convoy
Cooperdale
Crestline
Creston
Curtice-Oregon
Decatur
Delaware
Dellroy
Dexter City
Dillonvale-Mt. Pleasant
East Rochester
Edgerton
Edon
Elmore
Englewood
Evansport
Farmersville
Fayette
Felicity

Flushing
Forest
Fort Recovery
Freeport
Galion
Garrettsville
Genoa
Georgetown
Gibsonburg
Grafton
Grand Rapids
Gratis
Green Camp
Greenfield
Greenwich
Guysville
Hamersville
Hanoverton
Harlem Springs
Harpster
Haskins-Tontogany
Hayesville
Helena
Hicksville
Higginsport
Homerville
Huron
Idaho
Jackson
Jenera
Jewett
Kelleys Island
Kilbourne
Knoxville
La Rue
Lakeville
Laura

Laurelville
Leesburg
Letart Falls
Lewisburg
Liberty
Lodi
Logan
Loudonville
Lowell
Lower Salem
Lynchburg
Malvern
Manchester [ADA]
Marblehead
Maria Stein
Marion
Martinsville
McArthur
McComb
Mechanicsburg
Mechanicstown
Medina
Mendon
Milan
Millersport
Mineral City
Minerva
Minster
Monroeville
Montpelier
Montrose [SUM]
Morning Sun
Morrat
Mount Blanchard
Mount Orab
Mowrystown
Nevada



New Bremen
New Burlington
New Concord
New Lebanon
New London
New Marshfield
New Philadelphia
New Vienna
New Washington
Ney
North Baltimore
North Eaton
North Georgetown
North Star
Norwalk
Oak Harbor
Oak Hill
Oberlin
Ohio City
Ostrander
Oxford
Paris
Payne
Peebles
Pemberville
Perrysville
Phillipsburg
Piketon
Pioneer
Plain City
Pleasantville
Plymouth
Polk
Pomeroy
Port Clinton
Port William
Portland

Portsmouth
Prospect
Put-In-Bay
Radnor
Rathbone
Rawson
Redhaw
Republic
Resaca
Richmond
Richwood
Russellville
Sabina
Sardinia
Savannah
Scio
Scott
Seaman
Seville
Shade
Sharon Center
Sinking Spring
Smithfield
Spencer
Spencerville
St. Marys
Strasburg
Sugar Creek
Summerfield
Sylvania
The Plains
Tiltonsville
Tipp City
Trotwood
Troy
Valley City
Van Buren

Wadsworth
Wakeman
Waldo
Warsaw
Watertown
Waverly
Wayne-Bradner
Wellington
Wellston
West Alexandria
West Milton
West Salem
West Union
West Unity
Westfield Center
Weston
Wharton
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