# Large Filing Separator Sheet

Case Number:

08-869-TP-ATA

90-9199-TP-TRF

File Date: 7/8/08

Section: 1 of 2

Number of Pages:

125

Description of Document: New Case

# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

# **DETARIFFING AND RELATED ACTIONS**

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

In the Matter of the Application of Global NAPs Ohio, Inc.	TRF Docket No. 90-9199-TP-		
to Detariff Certain Tier 2 Services and make other changes ) related to the Implementation of Case No. 06-1345-TP-ORD )	Case Nolls - Slot - TP - A NOTE: Unless you have reserved a fields BLANK.	Case No. leave the '	
Name of Registrant(s) Global NAPs Ohio, Inc.			
DBA(s) of Registrant(s) N/A		<b>~</b> 0	JUL GBA
Address of Registrant(s) 10 Merrymount Road, Quincy, MA 02169		Commen	<b>6</b> 00
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Consumer Contact Information Brad Masuret		Phone (617) 50	)7-5119
Address (if different from above) 10 Marrymount Road, Opings, MA 021	60		

#### Part I - Tariffs

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

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

<u>Carrier Typ</u>	□ ILEC	CLEC	CTS
Business Tier 2 Services		Х	
Residential & Business Toll Services			
Other Changes required by Rule (Describe in detail in Exhibit C)		Х	

#### Part II - Exhibits

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

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

# GLOBAL NAPS OHIO, INC. RECEIVED-DOCKETING DIV

**Legal Department** 

2008 JUL -8 AM 10: 40

Lawrence J. Cross 89 Access Road Suite B Norwood, MA 02062 Tel: (781) 551-9956 Fax: (781) 551-9984 Email: Icross@gnaps.com

The same of the sa

July 7, 2008

# VIA FEDERAL EXPRESS OVERNIGHT

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

Re: Global NAPs Ohio, Inc.'s Local Tariff No. 1, Detariffing Application Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD.

To Whom It May Concern:

Please find enclosed an original and 7 copies of the above referenced application. Kindly file appropriately. The following is included in this filing:

- 1) Application form for detariffing and related changes,
- 2) Exhibit A Existing Tariff,
- 3) Exhibit B Proposed Tariff,
- 4) Exhibit C Narrative of Tariff Change,
- 5) Exhibit D Compliance With Rule 4901:1-6-05(G)(3),
- 6) Exhibit E Notice to customers of detariffing and related changes.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it in the self-addressed, stamped envelope provided.

Any questions should be directed to Maryleen Thomas at (954) 443-9323.

very truly your

Lawrence J. Cross

Paralegal

LJC; hms Enclosures

#### **AFFIDAVIT**

# Compliance with Commission Rules and eSvice Standards

I am an officer/agent of the applicant corporation, Global NAPs, Ohio, Inc., (Name)

, and am authorized to make this statement on its behalf.

1 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 penaltics, 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) 7/7/08

at (Location) 1311 E La Rua St., Pensacola, FL 32501

James R.J. Scheltema, Esq. Director of Regulatory Affairs

(Date) 7/7/08

s 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

#### VERIFICATION

James R. J. Scheltema, Esq.

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions 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)

Schellene Director of Regulatory Af(Date) 7/7/08
be signed by counset 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

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

# EXHIBIT A

Global NAPs Ohio, Inc. Existing Tariff

# INTRASTATE COMMUNICATIONS SERVICES TARIFF

CASE NO. 90-9199-TP-TRF

REGULATIONS, SCHEDULE OF RATES AND CHARGES APPLICABLE TO INTRASTATE POINT TO POINT LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES FURNISHED BY GLOBAL NAPS OHIO, INC. WITHIN THE STATE OF OHIO.

Issued: May 10, 2001

Effective: July 10, 2001

Issued by:

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William J. Rooney, Esq. 10 Merrymount Road Quincy, MA 02169

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Description

Sheet Number

[RESERVED FOR FUTURE USE]

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#### **EXPLANATION OF SYMBOLS**

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

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

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William J. Rooney, Esq. 10 Merrymount Road Quincy, MA 02169

Case No.:01-1122-TP-ACE

Effective: July 10, 2001

#### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services over resold LEC services.

Issued: May 10, 2001 Effective: July 10, 2001

Issued by:

William J. Rooney, Esq. 10 Merrymount Road Quincy, MA 02169

#### **SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

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

Automatic Number Identification ("ANI"): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is to allow for billing of toll calls.

Billed to Calling Card: When user dials 0+ number and tells operator he or she wished to charge the call to their calling card instead of charging the call to the number they are calling from.

Bit: The smallest unit of information in the binary system of notation.

Collect: It is reverse-charging of an operator assisted call.

Collocation: An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

Communications Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company - Global NAPs Ohio, Inc., the issuer of this tariff

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

**Dedicated Inbound Calls:** Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

**Dedicated Outbound Calls:** Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly a rrange for the establishment of dedicated a coess facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**DID Trunk**: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Issued: May 10, 2001

William J. Rooney, Esq.

10 Merrymount Road Quincy, MA 02169 Effective: July 10, 2001

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct Outward Dial (or "DOD"): A service attribute that allows individual station users to access and dial outside numbers directly.

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

Duplex Service: Service which provides for simultaneous transmission in both directions.

**End Office:** With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engaged in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications s ignals m ay b e transmitted by m eans of multiple internal reflections to a receiver, which translates the message.

Hearing Impaired Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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**In-Only:** A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier. A long distance telecommunications services provider.

Kbps: Kilobits per second, denotes thousands of bits per second.

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

Local Interconnection Trunking Service: A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Mbps: Megabits, denotes millions of bits per second.

Minimum Point of Presence ("MPOP"): The main telephone closet in the Customer's building.

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

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

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

Nonrecurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

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"NPA": Numbering plan area or area code.

Off-Net: A means for carrying traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to Customer location. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

On-Net: A means for carrying traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the called station.

Operator Services: Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Services.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

**Person-to-Person:** Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, called station, or a designated third-party station.

Point of Presence ("POP"): Point of Presence

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

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William J. Rooney, Esq. 10 Merrymount Road Quincy, MA 02169

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. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order. The written or verbal request for Network Services executed by the Customer and the Company in the format devised by the Company. The requesting of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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

**Shared Inbound Calls:** Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls: Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXXX" or "101XXXXX" with 1 + 10-digit number."

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Tandem: A class 4 switch facility to which NPA and NXX codes are subtended.

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Third Number Billing: Calls where the person originating the call specifies to a telephone company operator to bill the call to an authorized station, as determined by the Telephone Company, other than the station originating the call, or the station where the call is terminated.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

Time Charges: As an add-on service to the operator, time and charges for the call will be provided to the caller when the called party disconnects.

**Traditional Operator Services:** Traditional Operator Services are those services provided by the carrier in which the end user has a Customer relationship with the carrier, contracts with the Customer/enduser to provide the services, and the Customer/end user pays for the actual processing of the operator assisted calls.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges: Charges for minutes or messages traversing over local exchange facilities.

User or End User: A Customer, Joint User, or any other person authorize by a Customer to use service provided under this tariff.

Zero Negative ("0-"): The Customer dials only "0" and all additional network functions are performed by the operator.

**Zero Plus Mechanized ("0+")**: Operator assistance utilizing a machine instead of a live operator. Interaction requires the caller to use a touch tone telephone.

Zero Plus Time Out ("0+"): A "0+" mechanized feature that allows people without a touch tone telephone to revert to a live operator.

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#### **SECTION 2.0 - REGULATIONS**

#### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Ohio, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, 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

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the C ompany, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) 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 capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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## 2.1 Undertaking of the Company, cont'd.

#### 2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each 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 thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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# 2.1 Undertaking of the Company, cont'd.

# 2.1.3 Terms and Conditions, cont'd.

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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Issued by:

# 2.1 Undertaking of the Company, cont'd.

#### 2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, s hall be limited to t he 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 or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (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.

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# 2.1 Undertaking of the Company, cont'd.

#### 2.1.4 Limitations on Liability, cont'd.

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, 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 as defined in the Minimum Telephone Service (T) Standards (MTSS); or (c) common carriers or warehousemen, except as (T) contracted by the Company;
  - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control (or beyond the control of its underlying carrier(s)) including acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - (3) Any unlawful or unauthorized use of the Company's facilities and services;
  - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

Issued: February 1, 2002 Effective: March 3, 2002

Issued by:

William J. Rooney, Esq. 10 Merrymount Road Quincy, MA 02169

Case No.:02-\_\_\_-TP-ACE

# 2.1 Undertaking of the Company, cont'd.

#### 2.1.4 Limitations on Liability, cont'd.

## (D) (continued)

- (5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 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 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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Issued by:

# 2.1 Undertaking of the Company, cont'd.

# 2.1.4 Limitations on Liability, cont'd.

- (D) (continued)
  - (9) Any noncompletion of calls due to network busy conditions;
  - (10) Any calls not actually attempted to be completed during any period that service is unavailable;
  - (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.
- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (F) 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.
- (G) 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.
- (H) Approval of the above tariff language by the PUCO 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. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

Issued: May 10, 2001 Effective: July 10, 2001

Issued by:

# 2.1 Undertaking of the Company, cont'd.

# 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. 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 notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

#### 2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment 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 or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

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# 2.1 Undertaking of the Company, cont'd.

#### 2.1.6 Provision of Equipment and Facilities, cont'd.

- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) 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. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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# 2.1 Undertaking of the Company, cont'd.

#### 2.1.7 Non-routine Installation

At the C ustomer's request, in stallation and/or maintenance may be p erformed 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 Special Construction

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

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;

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- 2.1 Undertaking of the Company, cont'd.
  - 2.1.8 Special Construction, cont'd.
    - (E) on an expedited basis;
    - (F) on a temporary basis until permanent facilities are available;
    - (G) involving abnormal costs; or
    - (H) in advance of its normal construction.

#### 2.1.9 Ownership of Facilities

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

#### 2.2 Prohibited Uses

- 2.2.1 The services 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 applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Ohio's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

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# 2.2 Prohibited Uses, cont'd.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

#### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) 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, electrical or lightening surges or any other cause, except Company's equipment malfunction, or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed 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;

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## 2.3 Obligations of the Customer, cont'd.

#### 2.3.1 General, cont'd.

- (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 Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the 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 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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#### 2.3 Obligations of the Customer, cont'd.

#### 2.3.1 General, cont'd.

- (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); 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 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 will be made for the period during which service is interrupted for such purposes.

#### 2.3.2 Liability of the Customer

(A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

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# 2.3 Obligations of the Customer, cont'd.

#### 2.3.2 Liability of the Customer, cont'd.

- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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# 2.4 Customer Equipment and Channels

#### 2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

# 2.4.2 Station Equipment

- (A) Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) 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 to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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## 2.4 Customer Equipment and Channels

#### 2.4.3 Interconnection of Facilities

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

(A) Local Traffic Exchange

Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Public Utilities Commission of Ohio to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services 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.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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# 2.4 Customer Equipment and Channels

# 2.4.4 Inspections

- (A) Upon suitable 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(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) 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.

If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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# 2.5 Customer Deposits and Advance Payments

## 2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

# 2.5.2 Deposits

(A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance Rule 4901:1-5-06 of the Ohio Administrative Code. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. 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 two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified Customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month. Applicants for residential local service shall be advised of the option of deferred payment arrangements forth in Rule 4901:1-5-14(A)(10), wherein the deposit may be spread out in payments over a three month period.

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# 2.5 Customer Deposits and Advance Payments, cont'd.

## 2.5.2 Deposits, cont'd.

- (B) A deposit may be required in addition to an advance payment.
- (C) Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (D) Deposits held for 180 days or longer will accrue interest in accordance with Rule 4901:17-05 of the Ohio Administrative Code Deposits held for less than 180 days will not accrue interest..
- (E) In addition to refund of deposit after discontinuance of service, the Customer's deposit shall be returned after 12 consecutive months of payment without having had service discontinued for non payment and without having had more than two occasions on which the bill was not paid by the due date.

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# 2.6 Payment Arrangements

## 2.6.1 Payment for Service

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

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the Minimum Telephone Service Standards ("MTSS").

#### (A) Taxes

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this tariff. These charges may appear as separate line items on the Customer's bill, as opposed to be included in the rates contained in the tariff. Any such line item charges will be reflected in the Company's tariff. The Company shall not assess separately any fees or surcharges, other than government-approved sales taxes, without seeking Commission approval under the appropriate procedures required by the Commission in Case NO. 95-845-TP-COI. The Company shall comply with Commission procedures by sending notice to all Customers informing them of the new line items charges. Additionally, an addendum to the price list stating what the line item charge is and the length of time the charge will be imposed will be filed with the Commission.

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# 2.6 Payment Arrangements, cont'd.

## 2.6.1 Payment for Service, cont'd.

# (A) Taxes (continued)

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

## 2.6.2 Billing and Collection of Charges

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

- (A) Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. Pursuant to Commission Rule 4901:1-5 (A)(10), residential customers may elect to pay installation charges over a three month installment plan period. Each installment shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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# 2.6 Payment Arrangements, cont'd.

# 2.6.2 Billing and Collection of Charges, cont'd.

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

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

(G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the nonrecurring rates in Section 8 of this tariff.

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# 2.6 Payment Arrangements, cont'd.

#### 2.6.3 Discontinuance of Service for Cause

All disconnection situations will be handled in accordance with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving seven (7) days prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving ten (10) days prior written rotice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Business Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

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# 2.6 Payment Arrangements, cont'd.

## 2.6.3 Discontinuance of Service for Cause, cont'd.

- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- (H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

The Company will comply with the disconnection requirements as found in Case No. 95-790-TP-COI and in the Minimum Telephone Service Standards'.

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# 2.6 Payment Arrangements, cont'd.

## 2.6.4 Notice to Company for Cancellation of Service

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

# 2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel 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.
- (B) 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.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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# 2.6 Payment Arrangements, cont'd.

# 2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

# 2.6.7 Bad Check Charge

A charge will be assessed for all checks returned by drawee bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Bad check charges are listed in the Price List Section 9.

# 2.7 Allowances for Interruptions in Service

## 2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

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## 2.7 Allowances for Interruptions in Service, cont'd.

## 2.7.1 General, cont'd.

- (C) 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.
- (D) 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.

#### 2.7.2 Limitations of Allowances

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

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company or that it is its underlying carrier(s) as specified in Section 2.1.4 of this tariff;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

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# 2.7 Allowances for Interruptions in Service, cont'd.

#### 2.7.2 Limitations of Allowances

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

#### 2.7.3 Use of Another Means of Communications

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

## 2.7.4 Application of Credits for Interruptions in Service

(A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall be determined pursuant to Commission's Rules 4901:1-5-25 and 4901:1-5-18(B), as outlined in Sections (B) through (D) below. Only those facilities on the interrupted portion of the circuit will receive a credit.

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## 2.7 Allowances for Interruptions in Service, cont'd.

## 2.7.4 Application of Credits for Interruptions in Service

- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) When a Customer's service is interrupted and remains out of service for more than twenty-four consecutive hours after being reported to the Company or being found by the Company to be out of order (whichever occurs first), the Company shall make appropriate adjustments to the Customer's account. This rule does not apply if the outage occurs as a result of:
  - 1. A negligent or willful act on the part of the Customer;
  - 2. A malfunction of Customer-owned equipment;
  - 3. Disasters or acts of God; or
  - 4. The inability of the Company to gain access to the Customer's premises when required.
- (D) If a service interruption exceeds 24 hours but is less than 48 hours, the adjustment shall be at least the pro-rata portion of the monthly charges for any and all local services rendered inoperative during the interruption. Credit for longer interruptions shall be tiered as follows:
  - 1. Any Customer who experiences a service interruption in excess of 48 hours but less than 72 hours shall be provided with a credit equal to at least 1/3 of the month's charges for any local services rendered inoperative.
  - 2. Any Customer who experiences a service interruption in excess of 72 hours but less than 96 hours shall be provided a credit equal to at least 2/3 of one month's charges for any local services rendered inoperative.
  - 3. Any Customer who experiences a service interruption in excess of 96 hours shall be provided a credit equal to at least one month's charges for any local services rendered inoperative.

Computation of such credits shall apply to all charges for basic and regulated optional local services rendered inoperative.

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## 2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates service s before the completion of the term for any reasons other than a service interruption (as defined in Section 2.7.1) or a Company breach of the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

## 2.8.1 Termination Liability

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

(A) all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;

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# 2.8 Cancellation of Service/Termination Liability, cont'd.

## 2.8.1 Termination Liability, cont'd.

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

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

# 2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

#### 2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

(A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

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# 2.9 Customer Liability for Unauthorized Use of the Network, cont'd.

# 2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network, cont'd.

(B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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## 2.10 Use of Customer's Service by Others

SECTION 2.10 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

## 2.10.1 Resale and Sharing

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

## 2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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# 2.11 Services to Hearing Impaired

- 2.11.1 Residential impaired Customers or impaired members of a Customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll service rates.
- 2.11.2 Upon r eccipt of the a ppropriate a pplication, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the impaired: the evening discount off the intrastate, interexchange, Customer-dialed, station to station calls originating 8:00a.m. to 4:59p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, Customer-dialed, station to station calls originating 5:00p.m. to 10:59p.m. S unday t hrough F riday, and Ne w Y ear's D ay, I ndependence D ay, L abor D ay, Thanksgiving, and Christmas.

# 2.12 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, subject to the Commission's approval and notice requirements, assign its rights and duties:

- 2.12.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.12.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.12.3 pursuant to any financing, merger or reorganization of the Company.

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## 2.13 Notices and Communications

- 2.13.1 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.
- 2.13.2 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.
- 2.13.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other 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 placement 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.
- 2.13.4 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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## 2.14 IntraLATA Presubscription

## 2.14.1 IntraLATA Presubscription

## (A) General

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

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

# (1) IntraLATA Presubscription Options

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

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

Option C: Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

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

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## 2.14 IntraLATA Presubscription, cont'd.

## 2.14.2 Rules and Regulations

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

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

Customers may changed their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph 5 below.

## 2.14.3 IntraLATA Presubscription Procedures

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

If a new Customer is unable to make a selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of an intraLATA toll carrier presubscription selection free of charge. Until the Customer informs the Company of his/her choice for intraLATA toll carrier, the Customer will not have a presubscribed intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for intraLATA toll presubscription within the 90day period will not be assessed a service charge for the initial Customer request.

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## 2.14 IntraLATA Presubscription, cont'd.

# 2.14.3 IntraLATA Presubscription Procedures, c ont'd.

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

# 2.14.4 IntraLATA Presubscription Charges

# (A) Application of Charges

After a Customer's initial selection for a presubscribed intraLATA toll carrier and as detailed above, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth below will apply.

# (B) Nonrecurring Charges

# (1) IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port

	<u>Minimum</u>	<u>Maximum</u>
Initial line, or trunk, or port	\$0.00	\$5.00
Additional line, trunk, or port	\$0.00	\$1.50

# 2.15 Emergency Services (Enhanced 911)

This service allows Customers to reach the 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 provided to the primary E911 provider for display at the Public Service Answering Point (PSAP). These services will be provided free of charge to all Customers.

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# 2.15 Toll Blocking Service

(N)

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

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

All forms of toll blocking services offered by the Company to toll service provides must be provided on a nondiscriminatory basis to all toll providers, regardless of whether the Company has established a billing and collection agreement with the toll provider. Any charges for toll blocking services offered by the Company must be set forth in a Commission-approved tariff.

Upon payment by the Customer of all past due toll debt to the IXC or to the Company acting on behalf of the IXC, the Company will lift the block and all 1+ dialing capabilities, including 10-XXX, will be restored.

(N)

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#### **SECTION 3.0 - APPLICATIONS OF RATES**

#### 3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

# 3.2 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.

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# SECTION 3.0 - APPLICATIONS OF RATES, cont'd.

# 3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- 3.3.2 The airline distance between any two rate centers is determined as follows:
  - (A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
  - (B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
  - (C) Square each difference obtained in step (b) above.
  - (D) Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
  - (E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
  - (F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

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# SECTION 3.0 - APPLICATIONS OF RATES, cont'd.

- 3.3 Rates Based Upon Distance, cont'd.
  - 3.3.2 The airline distance between any two rate centers is determined as follows: ,c ont'd.
    - (G) FORMULA =

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## **SECTION 4.0 - EXCHANGE SERVICE AREAS**

# 4.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Ameritech.

# EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA	OHIO BELL	<u>OTHER</u>
Aberdeen	Aberdeen	Maysville, Ky S. Central Bell
	Ripley	
Akron	Akron	Doylestown - Doylestown
	Atwater*	Hudson (342,650 and 655 central
	Greensburg	offices only) - Western Reserve
	Hartville	Montrose - GTE
	Kent	Peninsula - Western Reserve
	Manchester	Richfield - Western Reserve
	Mogadore	Wadsworth - GTE
	North Canton	Sharon Center - GIE
	Uniontown	Rittman - United
	Ravenna	
	Rootstown	
Alliance	Alliance	Damascus - United
	Atwater	N. Benton - United
	Canton	N. Georgetown - GTE
	Marlboro	Paris - GTE
	Sebring	

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# 4.1 Exchange Service Areas, c ont'd.

<b>EXCHANGE</b>	AREAS	IN LOCAL	SERVICE	AREA
-----------------	-------	----------	---------	------

Alton	OHIO BELL Columbus Met. Area London	OTHER Cheshire Center - GTE Pataskala - United Rathbone - GTE Sunbury - United Resaca - GTE
Arabia	Arabia Guyan Ironton Walnut	(None)
Atwater	Akron Atwater Alliance Kent Marlboro Ravenna Rootstown	(None)
Barnesville	Barnesville Beallsville Bethesda Somerton	Fairview - Western Reserve Morristown - Western Reserve Quaker City - Western Reserve
Beallsville	Beallsville Barnesville Bethesda Clarington Somerton Woodsfidd	(None)

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# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

**EXCHANGE AREA** 

OHIO BELL

OTHER

Beavercreek

Dayton Met. Area Donnelsville Enon Jamestown Medway New Carlisle

Englewood - GTE Liberty - GTE Trotwood - GTE

Spring Valley Xenia

Bedford

Cleveland Met Area

Aurora - Western Resave

Bainbndge - Western Reserve

Chesterland

Brunswick - GTE.

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

Belfast

Belfast

(None)

Hillsboro Marshall

Sugar Tree Ridge

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# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Bellaire Wheeling Zn VI Centerville - Western Reserve (Wheeling Zone VI) Wheeling Zn VII Powhatan Point - Western Reserve

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

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

Wheeling Zone V - C&P of WV

Bellbrook Dayton Met. Area Englewood - GTE

Donnelsville Liberty - GTE

Enon Trotwood - GTE Medway

New Carlisle Spring Valley Xenia

Belpre Belpre Little Hocking - Western Reserve

Marietta Mineralwells, WV - C&P of WV

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

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# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA

OHIO BELL

OTHER

Berea

Cleveland Met. Area

Aurora - Western Reserve Bainbridge - Western Reserve

Chesterland

Brunswick - GTE

Columbia Station - Alltel, Ohio

Elyria - Alltel, Ohio

Hinckley - Western Reserve

North Eaton - GTE

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

Bethesda

Bethesda Barnesville

Centerville - Western Reserve Morristown - Western Reserve

Beallsville Somerton

Wheeling Zn VIII

Bloomingburg

Bloomingburg

Mt. Sterling-United

Jeffersonville New Holland Sedalia

Washington Ct. House

Bloomingville

Bloomingville

Castalia

Sandusky

(None)

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# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE.	AREAS	IN L	OCAL	SERVICE	AREA

**EXCHANGE AREA** 

OHIO BELL Bowersville OTHER (None)

Jamestown Milledgeville

Xenia

Brecksville

Bowersville

Cleveland Met.

Aurora - Western Reserve

Area

Bainbridge - Western Reserve

Chesterland

Brunswick - GTE

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

Burton

Burton

Bainbridge - Western Reserve

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

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

Canal Fulton

Canal Fulton

Akron Canton Manchester Massillon North Canton (None)

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# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA

OHIO BELL

OTHER

Canal Winchester

Columbus Met.

Amanda - GTE Baltimore - GTE

Area Carroll

Cheshire Center - GTE

Lancaster

Pataskala - United

Rathbone - GTE

Sunbury- United

Canfield

Canfield

Berlin Center - United

North Jackson North Lima

Salem

Youngstown

Canton

Canton

Bolivar- GTE

Alliance

Carrollton - GTE

Canal Fulton Hartville Dellroy - GTE

Louisville

Malvern - GTE Mineral City - GTE

Magnolia-Waynesburg

Minerva- GTE Paris - GTE

Marlboro Massillon Navarre Beach City - GTE Brewster - GTE

Navarre North Canton

Carroll

Carroll

Baltimore - GTE

Canal Winchester

Columbus Lancaster

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#### 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA

OHIO BELL

**OTHER** 

Castalia

Castalia

(None)

Bloomingville

Sandusky

Cedarville

Cedarville

(None)

Jamestown Pitchin South Solon South Charleston Yellow Springs-Clifton

Xenia

Centerville

Dayton Met. Area

Englewood - GTE

Donnelsville

Liberty - GTE Trotwood - GTE

Enon Medway Franklin New Carlisle

Spring Valley

Chagrin Falls

Burton

Aurora - Western Reserve

Cleveland Met.

Bainbridge - Western Reserve

Area

Brunswick - GTE

Chesterland

Columbia Station - Alltel, Ohio Hinckley - Western Reserve

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

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# 4.1 Exchange Service Areas, c ont'd.

<b>EXCHANGE</b>	AREAS	IN L	OCAL	SERVICE	AREA

**EXCHANGE AREA** OHIO BELL **OTHER** Cheshire Cheshire Pomeroy - GTE Gallipolis Vinton Chesterland Chesterland East Claridon - Western Reserve Cleveland Met. Newbury - Western Reserve Area Russell - Western Reserve Kirtland St. Paris - W. Ohio Christiansburg Christiansburg Fletcher Lena Tipp City - GTE New Carlisle Troy - GTE North Hampton Powhatan Point - Western Reserve Clarington Clarington Beallsville Duffy Woodsfield

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#### 4.1 Exchange Service Areas, c ont'd.

# EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA Cleveland

OHIO BELL OTHER Aurora - Western Reserve

Burton

Cleveland Met.

Area

Bainbridge - Western Reserve Brunswick - GTE

Chesterland Leroy

Columbia Station - Alitel, Ohio East Claridon - Western Reserve

Elyria - Alltel Ohio Grafton - GTE

Hinckley- Western Reserve Montville - Western Reserve Newbury - Western Reserve

North Easton - GTE

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

Valley City - GTE Avon Lake - Century

Columbiana

Columbiana

Elect Palestine

Lisbon Leetonia New Waterford North Lima Rogers Salem Youngstown

(None)

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#### 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

**EXCHANGE AREA** 

OHIO BELL

OTHER

Columbus

Carroll Columbus Met. Ashville - GTE Baltimore - GTE

Area

Cheshire Center - GTE

London

Delaware - GTE

Johnstown - United Kilbourne- GTE Mt. Sterling- United Pataskala - United Rathbone - GTE Sunbury - United

Granville- Alltel Resaca - GTE Alexandria - United

Conesville

Conesville

Coshocton

Dresden

West Lafayette

Corning

Corning

(None)

New Lexington

Shawnee

Coshocton

Coshocton

Conesville

West Lafayette

(None)

Cooperdale - GTE

Warsaw - GTE

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#### 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

**EXCHANGE AREA** 

OHIO BELL

**OTHER** 

Dalton

Dalton

Onville-United

Massillon

Danville

Danville

Lynchburg - GTE

Hillsboro

Mowrystown - GTE

Sugar Tree Ridge

Dayton

Donnelsville

Dayton Met.

Brookville - GTE

Area

Englewood - GTE

Donnelsville

Farmersville - GTE Germantown - Germantown

Enon Franklin\*

Gratis - GTE

Jamestown. Medway

Laura - GTE Liberty - GTE

Middletown New Carlisle

New Lebanon - GTE Phillipsburg - GTE Tipp City - GTE

Spring Valley Yellow Springs- Troy - GTE

Clifton

Trotwood - GTE

Xenia

Waynesville - United West Milton - GTE Lewisburg - GTE\*

Donnelsville

Dayton Met Area

(None)

Enon Medway New Carlisle North Hampton

Springfield

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# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREA	OHIO BELL	OTHER
Dresden	Dresden	Cooperdale-GTE
	Conesville	Frazeysburg - United
	Zanesville	
Dublin	Columbus Met. Area	Cheshire Center - GTE Delaware - GTE Pataskala - United Plain City - GTE Rathbone- GTE Sunbury - United
Duffy	Duffy Clarington Graysville New Matamoras Woodsfield	(None)
East Liverpool	East Liverpool Lisbon Rogers Salineville Wellsville	Chester, WV - C&P of WV Hookstown, PA - PA Bell Smiths Ferry, PA - PA Bell
East Palestine	East Palestine Columbiana Lisbon New Waterford Rogers Salem Youngstown	E. Palestine. PA - PA Bell

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#### 4.1 Exchange Service Areas, c ont'd.

	EXCHANGE	<b>AREAS</b>	IN LOCAL	SERVICE	AREA
--	----------	--------------	----------	---------	------

OHIO BELL EXCHANGE AREA **OTHER** Enon Enon (None) Dayton Met. Area Donnelsville Springfield Yellow Springs-Cliffton Fairborn Dayton Met. Area Englewood- GTE Donnelsville Liberty - GTE

Enon Trotwood - GTE Medway New Carlisle Spring Valley

Yellow Springs-Cliffton

**Findlay** Findlay Arcadia - Arcadia

Arlington - GTE

Benton Ridge - Benton Ridge

Bloomdale - United Carey - GTE Jenera- GTE McComb - GTE Mount Blanchard - GTE Mount Cory- Orwell North Baltimore - GTE Rawson - GTE

Van Buren - GTE Vanlue- Vanlue

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# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

**EXCHANGE AREA** 

OHIO BELL

<u>OTHER</u>

Fletcher - Lena

Fletcher - Lena

St. Paris - W. Ohio

Christiansburg

Troy - GTE

Piqua

Fostoria

Fostoria

Arcadia- Arcadia

New Riegel

Bascom - Bascom Bloomdale- United Risingsun - United

Frankllin

Dayton

Germantown - Germantown

Franklin

Miamisburg-West Carrollton

Carrollton Middletown

Fremont

Fremont

Bettsville-GTE

Lindsey

Lindsey Clyde - GTE Gibsonburg - GTE Green Springs - United

Helena - GTE Old Fort - United

Fultonham

Fultonham

New Lexington Roseville

Somerset Zanesville (None)

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# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA
--------------------------------------

**EXCHANGE AREA** 

OHIO BELL

OTHER

Gahanna

Columbus Met.

Cheshire Center - GTE

Area

Johnstown - United Pataskala - United

Rathbone - GTE Sunbury - United

Gallipolis

Gallipolis

Point Pleasant - C&P of WV

Cheshire Guyan Rio Grande Vinton Walnut

Gates Mills

Cleveland Met.

Aurora - Western Reserve

Area Chesterland Bainbridge- Western Reserve

Kirtland

Brunswick - GTE Columbia Station - Elyria

Mentor

East Claridon - Western Reserve

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

Girard

Girard

Hubbard

Niles

Youngstown

Warren - United

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EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Glenford Glenford Newark - Alltel
New Lexington

Somerset Thornville

Gnadenhutten Gnadenhutten New Philadelphia - GTE

Newcomerstown Uhrichsville

Graysville Graysville (None)

Duffy Lewisville New Matamoras Woodsfield

Greensburg Greensburg (None)

Akron Manchester North Canton Uniontown

Grove City

Columbus Met.

Cheshire Center - GTE

Area

Mt. Sterling - United

Pataskala - United Rathbone - GTE Sunbury - United

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EXCHANGE AREAS IN LOCAL SERVICE AREA

**EXCHANGE AREA** 

OHIO BELL

OTHER

Groveport

Columbus Met.

Area

Cheshire Center - GTE

Pataskala - United

Rathbone - GTE Sunbury - United

Guyan

Guyan

(None)

Arabia Gallipolis Walnut

Harrisburg

Columbus Met.

Cheshire Center - GO

Area London Mt. Sterling - United Pataskala - United

Rathbone- GTE Sunbury- United

Hartville

Hartville

(None)

Akron Canton Louisville Marlboro North Canton Uniontown

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	INGE AREAS IN LOCAL SERVICE AREA
--	----------------------------------

EXCHANGE AREA OHIO BELL OTHER

Hillcrest Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE
Kirtland Columbia Station - Elyria

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

Hilliard Columbus Met. Cheshire Center - GTE

Area Pataskala - United Plain City - GTE

Rathbone- GTE Sunbury - United

Hillsboro Lynchburg-GTE
Belfast Mowrystown - GTE

Danville Sinking Spring - GTE

Marshall Leesburg - GTE

Rainsboro. Sugar Tree Ridge

Holland Toledo Met. Delta - Alltel

Area Lost Peninsula, MI - General of MI

N. Sylvania, MI- GTE

Richfield Center-Berkey - United

Swanton- United Sylvania - GTE Waterville - United

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### 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Hubbard Hubbard Lowellville, PA - PA Bell

Girard Warren- United

Lowellville Youngstown Sharon

Independence Cleveland Met. Aurora- Western Reserve

Area Bainbridge - Western Reserve

Chesterland Brunswick - GTE Columbia Station - Elyria

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

Ironton Ironton Chesapeake- GTE

Arabia

Jamestown Jamestown (None)

Beavercreek Bowersville Cedarville Dayton Jeffersonville Milledgeville South Solon Xenia

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### 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA

Jeffersonville

Jeffersonville

Bloomingburg Jamestown Milledgeville Sedalia South Solon

Washington Ct. House

Kent Kent Aurora - Western Reserve

Akron Hudson - Western Reserve
Atwater Hiram - Western Reserve
Mantua
Mogadore

OTHER

(None)

Ravenna Rootstown

Kirtland Kirtland (None)
Chesterland

Gates Mills Hillcrest Mentor Painesville Terrace Wickliffe Willoughby

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EXCHANGE	AREAS IN I	LOCAL S	ERVICE.	AREA
	OTHO DELL		CONTRACT	

EXCHANGE AREA Lancaster	OHIO BELL  Lancaster  Canal Winchester  Carroll  Rushville  Sugar Grove	OTHER Amanda - GTE Baltimore - GTE Brernen - GTE Pleasantville - GTE
Leetonia	Leetonia Lisbon Columbiana Salem Youngstown	(None)
Leroy	Leroy Cleveland Mentor Painesville Willoughby	(None)
Lewisville	Lewisville Graysville Woodsfield	(None)
Lindsey	Lindsey Fremont	(None)

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# EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA Lisbon OHIO BELL OTHER Hanover

Hanoverton - GTE Winona - GTE

Columbiana
East Liverpool
East Palestine
Leetonia
Rogers
Salem
Salineville
Wellsville
New Waterford

Lockbourne

Columbus Met.

Ashville - GTE

Area

Cheshire Center- GTE Pataskala - United Rathbone - GTE Sunbury - United

London

London

Alton Columbus Harrisburg Sedalia

South Charleston South Solon South Vienna West Jefferson Resaca - GTE

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EXCHANGE AREAS IN LOCAL SERVICE AREA

**EXCHANGE AREA** 

OHIO BELL

**OTHER** 

Louisville

Louisville Canton (None)

Hartville North Canton

Lowellville

Lowellville

Lowellville PA-PA Bell

Hubbard North Lima Youngstown

Magnolia-Waynesburg

Magnolia-

Mineral City - GTE

Waynesburg

Canton

Manchester

Manchester

(None)

Akron Canal Fulton

Greensburg

Mantua

Mantua

Aurora - Western Reserve

Kent

Hiram - Western Reserve

Ravenna

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EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL

ELL OTHER

Marietta Marietta Barlow - GTE

Newport Bartlett - United
Belpre Beverly- GTE
New Matamoras Dexter City - GTE

Lowell - GTE
Lower Salem - GTE
Watertown - GTE

Williamstown WV - C&P of WV

Marlboro Marlboro (None)

Alliance Atwater Canton Hartville Rootstown

Marshall (None)

Belfast Hillsboro Rainsboro

Martins Ferry- Wheeling Zn VII Adena - GTE

Bridgeport Wheeling Zn VI Dillonvale-Mt. Pleasant - GTE (Wheeling Zone VII) Wheeling Zn VIII Tiltonsville - GTE

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

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### 4.1 Exchange Service Areas, c ont'd.

	<b>EXCHANGE</b>	AREAS IN	LOCAL	SERVICE	AREA
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**EXCHANGE AREA** OHIO BELL OTHER Beach City - GTE Massillon Massillon Canal Fulton Brewster - GTE Canton Wilmot - GTE Dalton Navarre North Canton Toledo Met. Grand Rapids - GTE Maumee Area Lost Peninsula, MI - General of MI N. Sylvania, MI - GTE Richfield Center-Berkey- United Swanton - United Waterville - United Medway Medway (None) Dayton Met. Area Donnelsville New Carlisle Springfield

Mentor Petty - Western Reserve

Gates Mills Kirtland Leroy Painesville Wickliffe Willoughby

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#### 4.1 Exchange Service Areas, c ont'd.

**EXCHANGE AREAS IN LOCAL SERVICE AREA** 

EXCHANGE AREA

OHIO BELL

**OTHER** 

Miamisburg- West

Dayton Met. Area

Englewood - GTE Farmersville - GTE

Donnelsville

Germantown - Germantown

Enon Franklin

Gratis - GTE

Medway

Liberty - GTE

New Carlisle

Trotwood - GTE

Spring Valley

Middletown

Middletown

Germantown - Germantown

Dayton Franklin Gratis - GTE

Monroe Trenton

Milledgeville

Milledgeville

(None)

Bowersville Jamestown

Jeffersonville

Washington Ct. House.

Mingo Junction

Mingo Junction Brilliant - GTE

Steubenville

Mogadore

Mogadore

(None)

Akron Kent Uniontown

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#### 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

**EXCHANGE AREA** 

OHIO BELL

**OTHER** 

Monroe

Monroe Middletown Trenton

(None)

Montrose

Cleveland Met.

Aurora - Western Reserve

Area

Bainbridge - Western Reserve

Brunswick - GTE

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

Murray City

Murray City

Glouster - United

Nelsonville Shawnee

Navarre

Navarre

Beach City - GTE

Canton

Massillon

Brewster - GTE

Nelsonville

Nelsonville

Athens - GTE

Murray City Logan - GTE Shawnee

New Marshfield - GTE The Plains - GTE

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# 4.1 Exchange Service Areas, c ont'd.

**EXCHANGE AREA** 

OHIO BELL

OTHER

New Albany

Columbus Met.

Cheshire Center - GTE

Area

Johnstown - United Pataskala- United Sunbury - United

Rathbone - GTE

New Carlisle

New Carlisle

Tipp City - GTE

Christiansburg

Dayton Met. Area

Troy -GTE

Donnelsville Medway

North Hampton Springfield

Newcomerstown

Newcomerstown

(None)

Gnadenhutten West Lafayette

New Holland

New Holland

(None)

Bloomingburg

Washington Ct. House

New Lexington

New Lexington

Junction City - United

Corning
Fultonharn
Glenford
Roseville
Shawnee
Somerset
Thornville
Zanesville

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

### 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

**EXCHANGE AREA** 

OHIO BELL

OTHER

New Matamoras

New Matamoras (None)

Duffy

Graysville Marietta Newport

Newport

Newport

(None)

Marietta

New Matamoras

New Riegel

New Riegel

Bascom - Bascom

Fostoria

Vanlue - Vanlue

Tiffin

New Waterford

New Waterford

E. Palestine, PA - PA Bell

Columbiana
East Palestine
Rogers
Lisbon
North Lima
Youngstown

Niles

Niles

Cortland - United Warren - United

Girard

North Jackson

Youngstown

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### 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA

OHIO BELL

OTHER (None)

North Canton

North Canton Akron Canal Fulton Canton Greensburg Hartville Louisville

Massillon Uniontown

North Hampton

North Hampton (None)

Christiansburg Donnelsville New Carlisle Springfield Tremont City

North Jackson

North Jackson

Berlin Center - United

Canfield

Warren- United

Niles

Youngstown

North Lima

North Lima

Lowellville, PA - PA Bell

Canfield
Columbiana
Lowellville
Youngstown
New Waterford

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# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE	AREAS II	N LOCAL	SERVICE AREA
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EXCHANGE AREA
North Royalton

OHIO BELL
OTHER
Aurora - Western Reserve

Area Bainbridge - Western Reserve
Chesterland Brunswick - GTE

Chesterland Brunswick - GTE
Columbia Station - Elyria
Hinckley - Western Reserve

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

Norwich Norwich New Concord - GTE

Philo Zanesville

Olmsted Falls Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve Chesterland Brunswick - GTE

hesterland Brunswick - GTE
Columbia Station - Elyria
Hinckley - Western Reserve

North Eaton - GTE

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

Painesville Painesville Perry - Western Reserve

Kirtland Madison - Western Reserve

Leroy Montville - Western Reserve Mentor Chardon - Western Reserve

Willoughby

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EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER Perrysburg Toledo Met. Lost Peninsula, MI - General of MI North Sylvania MI - GTE Area Sylvania - GTE Richfield Center-Berkey - United Swanton- United Waterville - United Philo Philo (None) Norwich Roseville Zanesville Piqua Piqua Bradford - United Fletcher-Lena Covington - Alltel Troy- GTE Pitchin Pitchin (None) Cedarville South Charleston Springfield Yellow Springs-Clifton Rainsboro Rainsboro Greenfield-GTE Hillsboro Marshall

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# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AR
------------------------------------

EXCHANGE AREA	OHIO BELL	OTHER
Ravenna	Akron	Garrettsville - GTE
	Atwater	Wayland - United
	Ravenna	Windharn - United
	Kent	Hiram - Western Reserve
	Mantua	
	Rootstown	
Reynoldsburg	Columbus Met.	Baltimore - GTE
•	Area	Cheshire Center - GTE
		Pataskala - United
		Rathbone - GTE
		Sunbury- United
		Alexandria - United
P' C 1	D' 0 1	A
Rio Grande	Rio Grande	(None)
	Gallipolis Vinton	
	Walnut	
	<b>у</b> у аши (	
Ripley	Ripley	Decatur-GTE
• •	Aberdeen	Georgetown - GTE
		Russellville - GTE
		Higginsport - GTE
Rogers	Rogers	East Palestine, PA - PA Bell
	Columbiana	
	East Liverpool	
	East Palestine	
	Lisbon	
	New Waterford	

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EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA Rootstown OHIO BELL Rootstown OTHER (None)

Atwater Kent

Marlboro Ravenna Akron

Roseville

Roseville Crooksville - United

Fultonham New Lexington

Philo Zanesville

Rushville

Rushville Lancaster

Bremen - GTE
Pleasantville - GTE

Somerset Thornville

St. Clairsville

Bethesda

Adena-GTE

(Wheelling Zone VIII)

Wheeling Zn VIII

Centerville- Western Reserve

Wheeling Zn VI Flushing - GTE

Wheeling Zn VII Morristown - Western Reserve

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

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EXCHANGE AREAS IN LOCAL SERVICE AREA

OHIO BELL EXCHANGE AREA **OTHER** Canfield Damascus-United Salem East Palestine Winona - GTE Salem Columbiana Leetonia Lisbon Youngstown Salineville Salineville (None) East Liverpool Lisbon Wellsville Sandusky Sandusky Huron - GTE Bloomingville Milan - GTE Castalia Sebring Sebring Damascus - United Alliance North Benton - United North Georgetown - GTE Sedalia Sedalia (None) Bloomingburg Jeffersonville London South Solon

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# 4.1 Exchange Service Areas, c ont'd.

# EXCHANGE AREAS IN LOCAL SERVICE AREA

OHIO BELL EXCHANGE AREA **OTHER** Sharon Sharon, PA - PA Bell Sharon Hubbard Sharpsville, PA - PA Bell Youngstown West Middlesex, PA - PA Bell Warren- United Shawnee Shawnee Logan - GTE Coming Murray City Nelsonville New Lexington Somerset Junction City - United Somerset Fultonharn Glenford New Lexington Rushville Thornville Somerton Somerton (None) Barnesville Beallsville

> Bethesda Woodsfield

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# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA

OHIO BELL

**OTHER** 

South Charleston

South Charleston Cedarville (None)

London
Pitchin
South Solon
South Vienna
Springfield

South Solon

South Solon

(None)

Cedarville Jamestown Jeffersonville London Sedalia

South Charleston

South Vienna

South Vienna

(None)

London

South Charleston Springfield

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#### 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

**EXCHANGE AREA** 

OHIO BELL

OTHER

Catawba - GTE

Springfield

Springfield Donnelsville Enon

Medway New Carlisle North Hampton Pitchin

South Charleston South Vienna Tremont City

Yellow Springs-Clifton

Spring Valley

Spring Valley

(None)

Dayton Met. Area

Xenia

Steubenville

Steubenville

Mingo Junction

Toronto

Amsterdam - GTE

Berholz - GTE

Bloomingdale - Western Reserve

Brilliant - GTE

Follansbee, WV - C&P of WV Hopedale -Western Reserve

Knoxville- GTE Richmond - GTE Smithfield - GTE

Weirton WV - C&P of WV

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#### 4.1 Exchange Service Areas, c ont'd.

# EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA
Strongsville
Cleveland Met.
Area
Chesterland
Brunswick - GTE

OTHER
Aurora - Western Reserve
Bainbridge - Western Reserve
Brunswick - GTE

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

Twinsburg - Western Reserve

Sugar Grove Sugar Grove (None)

Lancaster

Sugar Tree Ridge Sugar Tree Ridge Mowrystown - GTE Belfast

Danville Hillsboro Winchester

Terrace Cleveland Met. Aurora - Western Reserve

Area Bainbridge - Western Reserve

Burton Brunswick - GTE
Chesterland Columbia Station - Elyria
Kirtland Hinckley - Western Reserve

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

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**EXCHANGE AREA** 

EXCHANGE	AREAS	IN LOCAL	SERVICE AREA

OTHER

OHIO BELL

Thornville Hebron - United Thornville Glenford Millersport - GTE New Lexington Pleasantville - GTE Newark - Alltel Rushville Somerset Tiffin Tiffin Attica - GTE New Riegel Bascom - Bascom Bloomville - GTE McCutchenville- Sycamore Melmore-Sycamore Old Fort - United Republic - GTE Sycamore Sycamore Bettsville - GTE

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#### 4.1 Exchange Service Areas, c ont'd.

EXCHANGE.	AREAS	IN I	LOCAL	SERVICE AREA
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**EXCHANGE AREA** 

OHIO BELL

**OTHER** 

Toledo

Toledo Met. Area

Curtice-Oregon - GTE

Delta- Alltel Elmore - GTE

Erie, MI - General of MI

Genoa - GTE Grand Rapids - GTE Haskins-Tontogany - GTE

Lambertville-Whiteford MI-Alltel,MI

Lost Peninsula, MI - General of MI

Luckey - United Moline - United N. Sylvania, MI - GTE

Richfield Center-Berkey - United

Stony Ridge - United Swanton - United Sylvania- GTE

Temperance, MI - General of MI

Waterville - United Matamora- United Woodville - United

Toronto

Toronto

Wellsville

Steubenville

Knoxville- GTE

Tremont City

Tremont City

North Hampton Springfield

(None)

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Uniontown

# SECTION 4.0 - EXCHANGE SERVICE AREAS, cont'd.

#### 4.1 Exchange Service Areas, c ont'd.

<b>EXCHANGE</b>	AREAS IN LOCAL	SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER Trenton (None) Trenton Middletown Monroe Trinity Cleveland Met. Aurora - Western Reserve Bainbridge - Western Reserve Area Chesterland Brunswick - GTE Columbia Station- Alltel, Ohio

> Elyria - Alltel Ohio Hinckley - Western Reserve North Eaton - GTE

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

Avon Lake - Century

Uhrichsville Uhrichsville Bowerton - GTE Freeport - GTE Gnadenhutten

New Philadelphia - GTE

(None)

Uniontown

Akron Greensburg Mogadore Hartville North Canton

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OHIO BELL EXCHANGE AREA **OTHER** Upper Sandusky Carey-GTE Upper Sandusky Harpster- GTE McCutchenville- Sycamore Nevada - GTE Sycamore-Sycamore Wharton- GTE Vandalia Dayton Met. Area Englewood - GTE Donnelsville Liberty - GTE Enon Tipp City - GTE Medway Trotwood - GTE New Carlisle Troy- GTE Spring Valley Victory Cleveland Met. Aurora - Western Reserve Area Bainbridge - Western Reserve Chesterland Brunswick - GTE Columbia Station - Alltel, Ohio Hinckley - Western Reserve Northfield - Western Reserve Richfield - Western Reserve Russell - Western Reserve Twinsburg - Western Reserve Vinton

Vinton

Cheshire Gallipolis Rio Grande (None)

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EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA

OHIO BELL

**OTHER** 

Walnut

Walnut Arabia

(None)

Gallipolis Guyan Rio Grande

Washington Ct. House

Washington Ct. Hse

(None)

Bloomingburg Jeffersonville Milledgeville New Holland

Wellsville

Wellsville

Chester, WV - C&P of WV

East Liverpool Lisbon

Salineville Toronto

Westerville

Columbus Met.

Cheshire Center - GTE

Area

Delaware - GTE Johnstown - United Pataskala - United Rathbone - GTE Sunbury - United

West Jefferson

Columbus Met.

Cheshire Center - GTE

Area London Pataskala - United Plain City - GTE

Rathbone - GTE Sunbury - United

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EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA

OHIO BELL

OTHER

West Lafayette

West Lafayette

(None)

Conesville Coshocton

Newcomerstown

Whitehouse

Toledo Met. Area Grand Rapids -GTE

Lost Peninsula, MI-General of MI

Neapolis - Alltel, Ohio North Sylvania, MI - GTE Richfield Center-Berkey - United

Swanton - United Sylvania - GTE Waterville - United

Wickliffe

Cleveland Met,

Aurora - Western Reserve

Area

Bainbridge - Western Reserve

Chesterland Kirtland Brunswick - GTE

Mentor

Columbia Station - Alltel, Ohio Hinckley - Western Reserve

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

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	EXCHANGE	AREAS IN	LOCAL	SERVICE	AREA
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EXCHANC	<u>GE AREAS IN LOCAL S</u>	ERVICE AREA
EXCHANGE AREA	OHIO BELL	OTHER
Willoughby	Cleveland Met.	Aurora - Western Reserve
	Area	Bainbridge - Western Reserve
	Chesterland	Brunswick - GTE
	Kirtland Colun	nbia Station - Alltel, Ohio
	Leroy	Hinckley - Western Reserve
	Mentor	Northfield - Western Reserve
	Painesville	Perry- Western Reserve
		Richfield - Western Reserve
		Russell - Western Reserve
		Twinsburg - Western Reserve
Winchester	Winchester	Sardinia - G1E.
	Sugar Tree Ridge	Seaman - GTE
		West Union - GTE
Woodsfield	Woodsfield Beallsville Clarington Duffy Graysville Lewisville Somerton	(None)
Worthington	Columbus Met. Area	Cheshire Center - GTE Delaware - GTE Pataskala - United Rathbone - GTE

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# SECTION 4.0 - EXCHANGE SERVICE AREAS, cont'd.

# 4.1 Exchange Service Areas, c ont'd.

EXCHANGE AREAS IN LOCAL SERVICE AREA

EXCHANGE AREA OHIO BELL OTHER

Xenia Xenia New Burlington - GTE
Beavercreek Port William - GTE

Bellbrook Bowersville Cedarville Jamestown Spring Valley

Yellow Springs-Clifton

Dayton

Yellow Springs-Clifton Yellow Springs- (None)

Clifton
Cedarville
Enon
Fairborn
Pitchin
Xenia
Springfield
Dayton

Zanesville Zanesville

Dresden Fultonharn

Norwich Philo Roseville New Lexington Adamsville - United

Frazeysburg - United Gratiot - Alltel

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# SECTION 4.0 - EXCHANGE SERVICE AREAS, cont'd.

#### 4.1 Exchange Service Areas, c ont'd.

#### 4.1.4 Metropolitan Areas

#### The exchange areas included in the Cleveland Metropolitan Area are as follows: (A)

North Royalton Cleveland Bedford Olrnstead Falls Strongsville Berea Terrace Brecksville Trinity Chagrin Falls Gates Mills Victory Wickliffe Hillcrest Independence Willoughby Montrose

**(B)** The exchange areas included in the Columbus Metropolitan Area are as follows:

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

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#### SECTION 4.0 - EXCHANGE SERVICE AREAS, cont'd.

4.1 Exchange Service Areas, c ont'd.

4.1.4 Metropolitan Areas, Cont'd.

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

Dayton

Fairborn

Beavercreek

Miamisburg-West Carrollton

Bellbrook

Vandalia

Centerville

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

Toledo

Holland

Maumee

Perrysburg

Whitehouse

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#### SECTION 5.0 - NONRECURRING CHARGES.

#### 5.1 Nonrecurring Service Installation Charges

	<u>Minimum</u>	<u>Maximum</u>
Line Installation / Move / Add		
First Line	\$12.00	\$50.00
Each Additional Line, Same Order	\$ 8.00	\$32.00
Line Change Charge		
First Line	\$12.00	\$50.00
Each Additional Line, Same Order	\$ 8.00	\$32.00
Line Disconnect Charge	\$12.00	\$50.00

# 5.2 Maintenance and Repairs

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

First 15 minutes or fraction thereof	<u>Minimum</u> \$50.00	<u>Maximum</u> \$75.00
Each additional 15 minutes or fraction thereof	\$20.00	\$30.00

## 5.3 Restoral of Service Fees

A nonrecurring per line charge will apply to all Customers that require restoration of service for discontinuance of service, temporary suspension of service and temporary interception of service.

Service Restored after temporary denial but prior to completion of order to discontinue service, per service or system

	<u>Minimum</u>	<u>Maximum</u>
Per Occasion		
First Line	\$9.15	\$27.45
Each Additional Line	\$9.15	\$27.45

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## SECTION 6.0 - RETAIL BASIC LOCAL AND NETWORK DATA SERVICES

# 6.1 Description of Local Exchange Service

## 6.1.1 Local Calling Areas

Geographically defined Local Calling Areas are associated with each originating exchange in which the Carrier's services are furnished. See Section 4 of this tariff.

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#### SECTION 6.0-RETAIL BASIC LOCAL & NETWORK DATA SERVICES, cont'd.

#### 6.2 Basic Local Exchange Service

#### 6.2.1 General Description

Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines are provided on a single party (individual) basis only. No multiparty lines are provided. Service is available on a flat rate or measured rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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#### SECTION 6.0 - RETAIL BASIC LOCAL AND NETWORK DATA SERVICES, cont'd.

# 6.2 Basic Local Exchange Service, cont'd.

## 6.2.2 Basic Local Line Monthly Recurring Charges

The following charges apply to Business Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis.

	<u> wonuny</u>		
	<u>Minimum</u>	<u>Maximum</u>	
Access Area A	N/A	N/A	
Access Area B	\$ 9.00	\$36.00	
Access Area C	\$10.00	\$40.00	
Access Area D	\$11.00	\$44.00	

## 6.2.3 Usage Rates

## A. Measured Local Usage

		8:00 AN	AK 1 - 9 PM -Fri.		I	9:00 PM	PEAK - 8:00 AM Il Sat. & Sui	n.
Mileage	1 <sup>st</sup> M	linute	Each Add	l'l Minute	1 <sup>st</sup> M	linute	Each Add	d'I Minute
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
0 - 10 11 - 22 23 +	\$0.0176 \$0.0195 \$0.0221	\$0.0706 \$0.0794 \$0.0884	\$0.0044 \$0.0065 \$0.0085	\$0.0176 \$0.0264 \$0.0354	\$0.0085 \$0.0099 \$0.0110	\$0.0354 \$0.0398 \$0.0442	\$0.0022 \$0.0033 \$0.0044	\$0.0088 \$0.0132 \$0.0160

## B. Local Calling Plus

Mileage	PEAK 8:00 AM - 9 PM - MonFri.			ı	9:00 PM	PEAK - 8:00 AM Ill Sat. & Sur	1.	
<del>- • • • • • • • • • • • • • • • • • • •</del>	1 <sup>st</sup> M	linute	Each Add	l'I Minute	1 <sup>st</sup> M	linute	Each Add	d'l Minute
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
0 - 10 11 - 22 23 +	\$0.0200 \$0.0225 \$0.0250	0.0800 0.0900 0.1000	\$0.0050 \$0.0075 \$0.0100	0.0200 0.0300 0.0400	\$0.0100 \$0.0110 \$0.0125	0.0400 0.0450 0.0500	\$0.0025 \$0.0038 \$0.0050	0.0100 0.0150 0.0200

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## SECTION 6.0 - RETAIL BASIC LOCAL AND NETWORK DATA SERVICES, cont'd.

# 6.2 Basic Local Exchange Service, cont'd.

## 6.2.3 Usage Rates, cont'd.

# C. Message Rate Usage Package

The Message Rate Usage Package allows the Customer 73 calls. Calls over the allowance are rated below:

	<u>Minimum</u>	<u>Maximum</u>
Monthly Recurring Charge*:	\$3.00	\$12.00*
Per Call Rate - Over Allowance:	\$0.04	\$ 0.16

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<sup>\*</sup>This charge is in addition to the Basic Local Line Monthly Recurring Charge.

#### SECTION 6.0 - RETAIL BASIC LOCAL AND NETWORK DATA SERVICES, cont'd.

# 6.3 Call Blocking

Calls placed to numbers beginning with the 900 and 976 prefix will be blocked by default unless the Customer requests otherwise. In addition, at initial installation of service, Customers may also request call blocking for the following exchange groupings at no additional charge:

-554/940

550/554/900/940

-550/554/900/920/940/976

All Block (except 911 and Operator)

Requests for blocking (or unblocking) subsequent to initial installation of service will incur a nonrecurring charge.

Nonrecurring Charge Jinimum Maximum

Per Line

<u>Minimum</u> \$27.50

\$85.50

Per Line Blocking - Where the technical capabilities exist, Customers may elect to block the transmission of their telephone numbers completely via Per Line Blocking. Per Line Blocking will be provided at no charge at initial installation of service. Subsequent requests for Per Line Blocking (or unblocking) will incur a nonrecurring charge.

Subsequent Activation or Deactivation

Minimum \$5.00 Maximum 217.72

Per Line

**\$**5.90 **\$**17.70

## 6..4 End-User Common Line (EUCL) Recovery Charge

A monthly recurring charge applies to recovery of End User Common Line charges billed to the Company by the incumbent LEC, pursuant to the Company's federal rate schedules.

## 6.5 Presubscribed Interexchange Carrier Charge

Customers may presubscribe local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge.

Per line, trunk or port

Minimum \$0.01

Maximum \$10.00

Ter fine, mank or por

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#### SECTION 6.0 - RETAIL BASIC LOCAL AND NETWORK DATA SERVICES, cont'd.

#### 6.6 ISDN Primary Service

- 6.6.1 ISDN service provides a clear channel for full utilization of the 64 Kbps bandwidth of a B channel. The line code used to provide 64 Kbps clear channel capability is bipolar with 8 zero substitution.
- 6.6.2 Blocks of 100 consecutive telephone numbers are provided for Direct Inward Dialing.
- 6.6.3 ISDN Primary Service provides access to switched data transport services via a 1.544 Mbps digital path between ISDN compatible customer premises equipment and an ISDN equipped central office.
- 6.6.4 ISDN Primary Service is offered only from suitably equipped central offices of local exchange companies certificated to provide such services within the State of South Carolina service is offered on a message rate basis only for local calling.
- 6.6.5 ISDN Primary Service includes a primary port and distribution channel. Each port consists of D channel signaling and up to 23 B channels for transmission.
- 6.6.6 The Customer must provide equipment to connect ISDN primary service in compliance with AT&T technical publications 41449, 41459, 5D5-900-312 and 5D5-900-322.

# 6.6.7 Term and Termination

The initial term of this Agreement is one (1) year and thereafter shall continue from month to month until either party gives thirty (30) days written notice of termination to the other or as otherwise provided for herein.

#### 6.6.8 Rates and Charges

	Minimum	Maximum
Monthly Charge	\$375.00	\$1,500.00
Installation charge	\$500.00	\$1,000.00

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## SECTION 6.0 - RETAIL BASIC LOCAL AND NETWORK DATA SERVICES, cont'd.

#### 6.6 ISDN Primary Service, cont'd.

#### 6.6.9 Prompt Payment Discount

When the Customer pays the current monthly charges by the first of the month in advance of the month in which service is to be provided, a discounted monthly rate applies.

	Minimum	Maximum
Discounted Monthly Charge	\$250.00	\$500.00

# 6.6.10 Local Usage Charges

When service is used for outbound local calling, usage charges apply on a per minute basis. The usage rate is determined by the outgoing telephone calls within the areas served by the Company.

	Minimum	Maximum
Per Minute	\$0.025	\$0.110

The following rates apply when minutes are purchased in advance for a month:

	Per Minute		
	Minimum	Maximum	
One Million (1,000,000) minutes	\$0.020	\$0.080	
Two Million (2,000,000) minutes	\$0.018	\$0.070	
Three Million (3,000,000) minutes	\$0.015	\$0.060	
Four Million (4,000,000) minutes	\$0.012	\$0.050	
Five Million (5,000,000) minutes	\$0.010	\$0.040	

There are no credits or refunds for minutes paid in advance.

If the Customer exceeds the minutes it purchased by no more than ten (10%) of the minutes it purchased, there is no additional charge. If the Customer exceeds its purchase by more than 10% then the Customer shall pay for all of the excess minutes at the rate established by its advance purchase. For example, if the Customer purchases two million (2,000,000) minutes but uses two million two hundred thousand (2,200,000) minutes, the Customer owes the Company no additional money. If the Customer uses two million two hundred thousand one minutes (2,200,001), the Customer owes the Company an additional 200,001 minutes at \$0.035 per minute, above the advance amount.

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## SECTION 7.0 - WHOLESALE BASIC LOCAL AND NETWORK DATA SERVICES

All services offered to retail Customers shall also be made available to Wholesale Customers on the same terms, conditions and rates.

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#### **CURRENT PRICE LIST**

## Nonrecurring Service Installation Charges

Line Installation / Move / Add

First Line \$24.35 Each Additional Line, Same Order \$16.50

Line Change Charge

First Line \$ 9.30 Each Additional Line, Same Order \$ 9.30

Line Disconnect Charge \$ 9.30

Maintenance Visit Charges

First 15 minutes or fraction thereof \$25.00

Each additional 15 minutes or fraction

thereof \$10.00

**Restoral of Service Fees** 

Per Occasion

First Line \$24.35 Each Additional Line \$16.50

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#### CURRENT PRICE LIST, cont'd.

# **Basic Local Line Monthly Recurring Charges**

The following charges apply to Business Local Exchange Service lines per month. The rates and charges below apply to service provided on a month-to-month basis.

	<u>Monthly</u>
Access Area A	N/A
Access Area B	\$18.25
Access Area C	\$20.25
Access Area D	\$22.75

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#### CURRENT PRICE LIST, Cont'd.

## **Basic Local Line Monthly Recurring Charges**

## **Usage Rates**

## Measured Local Usage

	PEAK. 8:00 AM - 9 PM MonFri.		OFF-PEAK 9:00 PM - 8:00 AM Mon - Fri., All Sat. & Sun.	
Mileage	1 <sup>st</sup> Minute	Each Add'l Minute	1 <sup>st</sup> Minute	Each Add'l Minute
0 - 10 11 - 22 23 +	\$0.0353 \$0.0397 \$0.0442	\$0.0088 \$0.0132 \$0.0177	\$0.0177 \$0.0199 \$0.0221	\$0.0044 \$0.0066 \$0.0089

## **Local Calling Plus**

Mileage	8:00 A	PEAK. 8:00 AM - 9 PM MonFri.		OFF-PEAK 9:00 PM - 8:00 AM Mon - Fri., All Sat. & Sun.	
	1 <sup>st</sup> Minute	Each Add'l Minute	1 <sup>st</sup> Minute	Each Add'l Minute	
0 - 10 11 - 22 23 +	\$0.0400 \$0.0450 \$0.0500	\$0.0100 \$0.0150 \$0.0200	\$0.0200 \$0.0225 \$0.0250	\$0.0050 \$0.0075 \$0.0100	

# Message Rate Usage Package

The Message Rate Usage Package allows the Customer 73 calls. Calls over the allowance are rated below:

Monthly Recurring Charge:

\$6.15 Per Month\*

Each Call Over Allowance:

\$0.08 Per Call

\*This charge is in addition to the Basic Local Line Monthly Recurring Charge.

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#### CURRENT PRICE LIST, Cont'd.

Call Blocking

Nonrecurring Charge

\$7.30

Subsequent Activation or Deactivation

Per Line

Per Line

\$7.30

## End-User Common Line (EUCL) Recovery Charge

A monthly recurring charge applies to recovery of End User Common Line charges billed to the Company by the incumbent LEC, pursuant to the Company's federal rate schedules.

# Presubscribed Interexchange Carrier Charge

Per line, trunk or port

\$5.00

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# CURRENT PRICE LIST, Cont'd.

## **ISDN Primary Service**

# Rates and Charges

Monthly Charge \$ 750.00

Installation charge \$1,000.00

**Prompt Payment Discount** 

Discounted Monthly Charge \$ 500.00

Local Usage Charges

Per Minute \$ 0.055

The following rates apply when minutes are purchased in advance for a month:

	<u>Per Minute</u>	
One Million (1,000,000) minutes	\$	0.040
Two Million (2,000,000) minutes	\$	0.035
Three Million (3,000,000) minutes	\$	0.030
Four Million (4,000,000) minutes	\$	0.025
Five Million (5,000,000) minutes	\$	0.020

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