



July 25, 2008
Via Overnight Delivery

Renée Jenkins, Secretary of Commission
Public Utilities Commission of Ohio
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Columbus, Ohio 43266-0573

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**RE: Amended Local Tariff Revision for Elantic Telecom, Inc.
PUCO Tariff No. 1
90-9291-TP-TRF / Case No. 08-808-TP-ATW**

Dear Ms. Jenkins:

Enclosed for filing please find one original and ten (10) copies of the amended local tariff pages submitted on behalf of Elantic Telecom, Inc. in the above referenced Case Number. This amended filing incorporates changes requested by Staff.

The Company respectfully requests this tariff revision to become effective on July 31, 2008.

The following documents are included with this filing:

- Exhibit A - Superseded Local Tariff Pages
- Exhibit B - Proposed Local Tariff Pages

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

Sincerely,

Sharon Thomas, Consultant to Elantic Telecom, LLC
ST/im.

Enclosures

cc: Jennifer Reed, PUCO
Office of Ohio Utilities Consumer Counsel
Ohio District Manager, AT&T Corporate Center (Cover Letter Only)
M. Ring, Elantic
File: Elantic - OH Local
TMS: OHL0801A

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ELANTIC TELECOM, INC.

EXHIBIT A

SUPERSEDED TARIFF PAGES

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
(LOCAL EXCHANGE AND INTEREXCHANGE)
APPLYING TO COMPETITIVE TELECOMMUNICATIONS
SERVICES WITHIN THE STATE OF OHIO**

Issued: July 28, 2004

Effective: _____

**By: Brett Lindsey
President
Elantic Telecom, Inc.
2134 West Laburnum Avenue
Richmond, VA 23227**

CHECK SHEET

The pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s).
Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate, local exchange and interexchange telecommunications services by Elantic Telecom, Inc., hereinafter referred to as the Company, to Customers within the State of Ohio. The Company will provide local exchange service only in the exchanges in which it has an approved interconnection or resale agreement with the incumbent local exchange carrier.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company

- (A) Unless otherwise determined by the Commission and, except where provided for in O.A.C., Rule 4901:1-5-18, this tariff, the liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.4 Liability of the Company (Cont'd)

- (C) Unless otherwise determined by the Commission, and except where provided for in O.A.C. Rule 4901:1-5-18, and Rule 4901:1-5-24, and 4901:1-18-01 –18-13, the Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnities and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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REGULATIONS

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.

In the case of installation of local exchange service, the Company will waive installation charges as required by the Ohio Minimum Telephone Service Standards rules if installation does not occur within the applicable time frames.

- (B) 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.
- (C) 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.
- (D) 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 it was provided by the Company.

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REGULATIONS

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(A) Taxes

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by a 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 being 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 first seeking Commission approval under the appropriate procedures required by the Commission's Local Service Guidelines, Case No. 95-845-TP-COI.

2.5.2 Billing and Collection of Charges

(A) In the case of Nonresidential service, Non-recurring charges are due and payable from the Customer within thirty (30) days after the date an invoice is mailed to the Customer by the Company.

In the case of local residential service, the Company will offer the Subscriber the option of deferred payment of installation charges over a period of three (3) months.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- (B) In accordance with Minimum Telephone Service Standards Rule 16 of MTSS, 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 invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- (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.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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 that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the lesser of the highest percentage allowable by the Public Utilities Commission of Ohio or a late factor of one-and-a-half (1.5) percent per month. Any late payment fee will not include interest on a previously-charged late payment fee.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.3 Deposits

- (A) Pursuant to the Commission's Minimum Telephone Service Standards Rule O.A.C. Rule 4901.1-5-14 and Rule 4901.1-5-15, to safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
 - (1) two (2) month's charges for a service or facility that has a minimum payment period of one month; or
 - (2) the charges that would apply for the minimum payment period for a service or facility that has a minimum payment period of more than one (1) month.
- (B) After twelve (12) months of satisfactory payment history or when a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (C) Deposits held will accrue interest at a rate determined by the Company in accordance with O.A.C. Rule 4901.1-17-05, without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, in accordance with O.A.C. Rule 4901:1-5-19, and upon seven (7) days written notice, discontinue or suspend service without incurring any liability.
- (B) Disconnection notices issued by the Company pursuant to Rule 4901:1-5-19(K)(3), O.A.C., must inform the Subscriber facing disconnection of the total amount which the Subscriber would need to pay in order to avoid disconnection of its local service. The Company will not disconnect its local services due to the Customer's failure to pay outstanding toll charges.
- (C) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving thirty (30) days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (D) 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 written notice to the Customer, may discontinue or suspend service without incurring any liability.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.4 Discontinuance of Service (Cont'd)

- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately, in accordance with O.A.C. Rule 4901:1-5-19, discontinue service without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A), 2.5.5(B) or 2.5.5(C), 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 that 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 (6) percent). Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

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**By: Brett Lindsey
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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.5 Disconnection of Service Other Than Toll Service

- (A) For purposes of this section, all regulated telephone service provided by the Company, except toll service (if any) shall be defined as local service.
- (B) The Company may disconnect its Customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of the Company pertaining to either the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider shall also conform to the minimum telephone service standards.
 - (1) Disconnection notices issued by the Company pursuant to O.A.C. Rule 4901:1-5-19(K)(3), must inform the Subscriber facing local service disconnection of the total amount which the Subscriber would need to pay in order to avoid disconnection of local service. It must also inform the Subscriber of the Company's legal obligation to provide "local only" service to Customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.
- (C) The Company is prohibited from disconnecting any Customer's local service for nonpayment of charges incurred by the Customer for toll service.
- (D) Partial payments by a Customer to the Company will be apportioned by the Company to the Company's regulated local service charges first, before being applied by the Company to any toll charges and will be apportioned to regulated telephone service first, before being applied to charges for nonregulated services.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.6 Cancellation of Application for Service

- (A) Where the Company permits a 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.

In the case of local residential service, a residential Customer is allowed a one-time change in the type of local exchange service within sixty (60) days of the date of initiation of service without incurring a charge.

- (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 incurred by the Company, 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 commenced (all discounted to present value at six (6) percent).
- (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 by the Company, less net salvage, applies. 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 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis as allowed by law.

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REGULATIONS

2.5 Payment Arrangements (Cont'd)

2.5.7 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.

In the case of local residential service, a residential Customer is allowed a one-time change in the type of local exchange service within sixty (60) days of the date of initiation of service without incurring a charge.

2.6 Allowances for Interruptions in Service

2.6.1 Service Interruption

No credit shall be allowed for any service interruption of two (2) hours or less. For service interruptions of greater than two (2) hours, customers shall be credited at the rate of 1/1440 of the rate applicable to the service which is subject to the interruption for each half hour or major fraction thereof. The maximum credit for all service interruptions during a one-month period shall not exceed the service charges due to Company for such period.

Each service interruption shall be measured from (i) the time the Customer notifies company that a service interruption has incurred to (ii) the time of restoration of service as determined by Company.

When the service provided by Company includes more than one (1) communications path, the service interruption allowance applied only to the path interrupted.

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SERVICE AREAS

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SERVICE AREAS

4.1 Service Areas Map



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President
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SERVICE AREAS**4.2 Exchange Access Service Areas**

Exchange Services are provided on a statewide basis and in the following Exchange Access Service Areas (EASA) bearing the following county designations:

Adams	Hamilton	Muskingum
Allen	Hancock	Noble
Ashland	Hardin	Ottawa
Ashtabula	Harrison	Paulding
Athens	Henry	Perry
Auglaize	Highland	Pickaway
Belmont	Hocking	Pike
Brown	Holmes	Portage
Butler	Huron	Preble
Carroll	Jackson	Putnam
Champaign	Jefferson	Richland
Clark	Knox	Ross
Clermont	Lake	Sandusky
Clinton	Lawrence	Scioto
Columbiana	Licking	Seneca
Coshocton	Logan	Shelby
Crawford	Lorain	Stark
Cuyahoga	Lucas	Summit
Darke	Madison	Trumbull
Defiance	Mahoning	Tuscarawas
Delaware	Marion	Union
Erie	Medina	Van Wert
Fairfield	Meigs	Vinton
Fayette	Mercer	Warren
Franklin	Miami	Washington
Fulton	Mid-Ohio Valley	Wayne
Gallia	Monroe	Williams
Geauga	Montgomery	Wood
Greene	Morgan	Wyandot
Guernsey	Morrow	

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4.3 Calling Areas

Geographically-defined Local Calling Areas¹ are associated with each Exchange Access Service provided pursuant to Section 4.1 Company's local calling zone will mirror Ameritech and GTE's calling zones.

¹ Rates and rate plans for Local and IntraLATA Calling Area calls placed over Company-provided Exchange Access Services are set forth in Section 8.

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EXCHANGE ACCESS SERVICE

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EXCHANGE ACCESS SERVICE

5.1 Basic Local Exchange Service

- 5.5.1 Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network.

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EXCHANGE ACCESS SERVICE

5.1 Basic Local Exchange Service

5.1.2 Rates and Charges

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Elantic Telecom, Inc.

Ohio P.U.C. No. 1
Section 6 – 1* Revised Title Page

DEDICATED ACCESS SERVICES

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Effective: _____

By: Brett Lindsey
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Elantic Telecom, Inc.
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DEDICATED ACCESS SERVICE

6.1 Lit Fiber Services

6.1.1 DS-3 Service

This service consists of a DS-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. DS-3 Service is a channel for the transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. DS-3 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. DS-3 Service is provided with an optical interface.

6.1.2 OC-3 Service

This service consists of an OC-3 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-3 Service is a channel for the transmission of 155.52 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-3 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-3 Service is provided with an optical interface. The equipment located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the Company's services. Where full capacity OC-3 Service is not available, the Company may offer Fractional OC-3 Service on an Individual Case Basis (ICB).

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DEDICATED ACCESS SERVICE

6.1 Lit Fiber Services (Cont'd)

6.1.3 OC-12 Service

This service consists of an OC-12 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-12 Service is a channel for the transmission of 622.08 Mbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-12 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-12 Service is provided with an optical interface. The equipment located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the Company's services. Where full capacity OC-12 Service is not available, the Company may offer Fractional OC-12 Service on an Individual Case Basis (ICB).

6.1.4 OC-48 Service

This service consists of an OC-48 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC48 Service is a channel for the transmission of 2.488 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-48 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-48 Service is provided with an optical interface. The equipment located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the Company's services. Where full capacity OC-48 Service is not available, the Company may offer Fractional OC-48 Service on an Individual Case Basis (ICB).

6.1.5 OC-192 Service

This service consists of an OC-192 capacity digital channel available on a twenty-four (24) hour per day, seven (7) days per week basis between two (2) points. OC-192 Service is a channel for the transmission of 9.953 Gbps data. The actual bit rate and framing format is a function of the channel interface selected by the Customer. OC-192 channels are provided between Customer designated locations and/or between one Customer's and another Customer's designated locations. OC-192 Service is provided with an optical interface. The equipment located at the Customer's premises is subject to the mutual agreement of the parties, and must be compatible with the Company's services. Where full capacity OC-192 Service is not available, the Company may offer Fractional OC-192 Service on an Individual Case Basis (ICB).

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Elantic Telecom, Inc.

Ohio P.U.C. No. 1
Section 6 – 1st Revised Page 2

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DEDICATED ACCESS SERVICES

6.2 Lit Fiber Service Rates

6.2.1 Rate Categories

Non-recurring and monthly recurring rates apply for each Lit Fiber Service furnished by the Company. Unless otherwise noted, two standard rate elements are used in calculating the monthly recurring rate for each service. The charges associated with each rate element is a maximum rate.

- A) Interoffice Fixed Mileage Charge: This rate element applies whenever there is mileage associated with the digital channel; a digital channel has mileage associated with it when the endpoints of the channel are located in geographic areas normally served out of separate local exchange carrier ("LEC end offices). This rate element applies on per circuit end-point.
- B) Interoffice Per Mile Charge: This rate element applies whenever there is mileage associated with the digital channel. The unit rate is multiplied by the number of miles (Interoffice Mileage) between the two LEC end offices serving the geographic areas in which the end-points of the channel are located. Interoffice Mileage is determined according to the V&H coordinate method set forth in the NATIONAL CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

6.2.2 Basic and Mixed Vendor Services

DS-3, OC-3, OC-12, OC-48 and OC-192 services may be provided as either Basic or Mixed Vendor Services, depending upon the availability of facilities. Basic Service rates apply when both end-points of the channel are served by the Company's network. Mixed Vendor Service rates apply when one endpoint of the transmission channel is served by a local exchange carrier's network (Mixed Vendor Services are provided via a combination of the Company's facilities and local exchange facilities).

DS-3, OC-3, OC-12, OC-48 and OC-192 channels where both endpoints are served by a local exchange carrier's network will be provided at the sole discretion of the Company, and on an Individual Case Basis (ICB).

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DEDICATED ACCESS SERVICES

6.2 **Lit Fiber Service Rates Cont'd**

6.2.3 **DS-3 Service**

<u>DS-3</u>	MINIMUM/MAXIMUM Interoffice Mileage <u>Fixed</u>	MINIMUM/MAXIMUM interoffice Mileage, <u>Per Mile</u>
Monthly Recurring Charges:	ICB/\$	ICB/\$
Non- Recurring Charges:	\$	\$

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DEDICATED ACCESS SERVICES

6.2 Lit Fiber Service Rates (Cont'd)

6.2.4 OC-3 Service

<u>OC-3</u>	MINIMUM/MAXIMUM Interoffice Mileage <u>Fixed</u>	MINIMUM/MAXIMUM interoffice Mileage, <u>Per Mile</u>
Monthly Recurring Charges:	ICB/\$	ICB/\$
Non- Recurring Charges:	\$	\$

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DEDICATED ACCESS SERVICES

6.2 Lit Fiber Services Rates (Cont'd)

6.2.5 OC-12 Service

<u>OC-12</u>	MINIMUM/MAXIMUM Interoffice Mileage <u>Fixed</u>	MINIMUM/MAXIMUM Interoffice Mileage, <u>Per Mile</u>
Monthly Recurring Charges:	ICB/\$	ICB/\$
Non- Recurring Charges:	\$	\$

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DEDICATED ACCESS SERVICES

6.2 Lit Fiber Service Rates (Cont'd)

6.2..6 OC-48 Service

<u>OC-48</u>	MINIMUM/MAXIMUM Interoffice Mileage Fixed	MINIMUM/MAXIMUM Interoffice Mileage, <u>Per Mile</u>
Monthly Recurring Charges:	ICB/\$	ICB/\$
Non- Recurring Charges:	\$	\$

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DEDICATED ACCESS SERVICES**6.2 Lit Fiber Services Rates (Cont'd)****6.2.7 OC-192 Service**

<u>OC-192</u>	MINIMUM/MAXIMUM Interoffice Mileage <u>Fixed</u>	MINIMUM/MAXIMUM Interoffice Mileage, <u>Per Mile</u>
Monthly Recurring Charges:	ICB/\$	ICB/\$
Non- Recurring Charges:	\$	\$

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DEDICATED ACCESS SERVICES

6.3 Lit Fiber Services Discounts

6.3.1 Volume & Term Discounts

The base monthly recurring charges as set forth in this section six (6) may be discounted based on the volume and term of the Service Order.

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INTEREXCHANGE SERVICE

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INTEREXCHANGE SERVICE

8.1 Rates Charged Based on Timing of Calls

The Company will offer interexchange services throughout all eighty-eight (88) counties in the State of Ohio. Where charges for service are specified based on the timing of calls, such as the duration of a telephone call, the following rules apply:

8.1.1 When Billing Charges Begin and Terminate For Phone Calls.

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

8.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute for a connected call. Calls beyond one (1) minute are billed in one (1) minute increments.

8.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest amount for each call.

8.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

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INTEREXCHANGE SERVICE

8.2 Rates Based Upon Calculation of Distance

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

8.2.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, 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 dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

8.2.2 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 NECA tariff.
- (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.

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INTEREXCHANGE SERVICE

8.2 Application of Rates (Cont'd)

8.2.2 Rates Based Upon Calculation of Distance (Cont'd)

- (D) Add the square of the "V" difference and the square of the "H" difference obtained in step (C).
- (E) Divide the sum of the squares by ten (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.
- (G) Formula =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

8.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than ninety-nine-and-one-half (99.5) percent during peak use periods for the Company services.

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INTEREXCHANGE SERVICE

8.4 Service Offerings

8.4.1 Dominion Long Distance Service (LDS)

(A) Description

Dominion Long Distance Service (LDS) is a communications service which is available for use by Customers twenty-four (24) hours a day. Customers may originate LDS from locations served by the Company, and may terminate in all locations within the State of Ohio.

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INTEREXCHANGE SERVICE

8.4 Service Offerings

8.4.1 Dominion Long Distance Service (LDS)

(B) Rates

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USE OF CUSTOMER'S SERVICE BY OTHERS

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USE OF CUSTOMER'S SERVICE BY OTHERS

9.1 Resale and Sharing

SECTION 9.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE PUBLIC UTILITIES COMMISSION OF OHIO TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES

Any service provided under this tariff may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Ohio Public Utility Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

Rates for Resale and Sharing service are the same as the tariffed Retail Rates for Dominion

9.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to 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 payments 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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ELANTIC TELECOM, INC.

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

(D)

APPLICABLE TO COMPETITIVE TELECOMMUNICATIONS
SERVICES WITHIN THE STATE OF OHIO

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By: Francie McComb, Senior Vice President-Law & Public Policy
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CASE NO. 08-808-TP-ATW

CHECK SHEET

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

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CASE NO. 08-808-TP-ATW

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of wholesale services by Elantic Telecom, Inc., hereinafter referred to as the Company, to Customers within the State of Ohio. These wholesale services are available only to other carriers certified by the Public Utilities Commission of Ohio to provide telecommunications services within the State.

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(T)

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CASE NO. 08-808-TP-ATW

SECTION 2 - REGULATIONS

(T)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

- (A) Unless otherwise determined by the Commission and, except where provided for in this tariff, the liability of the Company for damages arising out of the furnishing of its Services, including, but not limited to mistakes, omissions, interruptions, delays, or errors, or the defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. (T)
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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SECTION 2 - REGULATIONS, (Cont'd.)

(T)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- (C) Unless otherwise determined by the Commission, the Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers. (T)
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provider equipment or facilities. (T)
- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations. (T)

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SECTION 2 - REGULATIONS, (Cont'd.)

(T)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff.

(D)

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(D)

- (B) 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.

- (C) 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 by the Customer.

- (D) 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 it was provided by the Company.

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SECTION 2 - REGULATIONS, (Cont'd.)

(T)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(A) Taxes

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax) that may be levied by a 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 being included in the rates contained in the tariff.

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2.5.2 Billing and Collection of Charges

(A) Non-recurring charges are due and payable from the Customer within thirty (30) days after the date an invoice is mailed to the Customer by the Company.

(T)

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SECTION 2 - REGULATIONS, (Cont'd.)

(T)

2.5 Payment Arrangements (Cont'd.)

2.5.1 Billing and Collection of Charges (Cont'd.)

- (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 invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods. (T)
- (C) When services 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.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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 that are not immediately available, then a late penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the Public Utilities Commission of Ohio or a late factor of one-and-a-half (1.5) percent per month. Any late payment fee will not include interest on a previously-charged late payment fee.

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SECTION 2 - REGULATIONS, (Cont'd.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 [Reserved for Future Use]

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SECTION 2 - REGULATIONS, (Cont'd.)

(T)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Discontinuance of Service

(A) Upon nonpayment of any amounts owing to the Company, the Company may, upon seven (7) days written notice, discontinue or suspend service without incurring liability.

(T)

(B) [Reserved for Future Use]

(D)

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(D)

(C) Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving thirty (30) days' prior notice in writing to the Customer, discontinue or suspend service without incurring liability if such violation continues during that period.

(D) 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 written notice to the customer, may discontinue or suspend service without incurring any liability.

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SECTION 2 - REGULATIONS, (Cont'd.)

(T)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Discontinuance of Service (Cont'd.)

(E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

(T)

(F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

(G) Upon the Company's discontinuance of service to the Customer under Section 2.5.5(A), 2.5.5(B) or 2.5.5(C), 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 that 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 (6) percent). Commission approval of this provision does not constitute a determination of the reasonableness of termination liability.

ISSUED: June 30, 2008

EFFECTIVE:

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SECTION 2 - REGULATIONS, (Cont'd.)

(T)

2.5 Payment Arrangements (Cont'd.)

2.2.5 [Reserved for Future Use]

(D)

(D)

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EFFECTIVE:

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SECTION 2 - REGULATIONS, (Cont'd.)

(T)

2.5 Payment Arrangements (Cont'd.)

2.5.6 Cancellation of Application for Service

- (A) Where the Company permits a 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.

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(D)

- (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 incurred by the Company, 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 commenced (all discounted to present value at six (6) percent).
- (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 by the Company, less net salvage, applies. 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 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis as allowed by law.

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SECTION 2 - REGULATIONS, (Cont'd.)

(T)

2.5 Payment Arrangements (Cont'd.)

2.5.7 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.

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2.6 Allowances for Interruptions in Service

2.6.1 Service Interruption

No credit shall be allowed for any service interruption of two (2) hours or less. For service interruptions of greater than two (2) hours, Customers shall be credited at the rate of 1/1440 of the rate applicable to the service which is subject to the interruption for each half hour or major fraction thereof. The maximum credit for alls service interruptions during a one-month period shall not exceed the service charges due to Company for such period.

Each service interruption shall be measured from (i) the time the Customer notifies Company that a service interruption has incurred to (ii) the time of restoration of service as determined by Company.

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When the service provided by Company includes more than one (1) communications path, the service interruption allowance is applied only to the path interrupted.

(T)

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CASE NO. 08-808-TP-ATW

SECTION 4 - SERVICE AREAS

(T)

4.1 Service Areas

(N)

The Company provides services, subject to availability of facilities and equipment, throughout the State of Ohio.

(N)

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SECTION 4 - SERVICE AREAS, (Cont'd.)

(T)

4.1 [Reserved for Future Use]

(D)

(D)

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CASE NO. 08-808-TP-ATW

SECTION 4 - SERVICE AREAS, (Cont'd.)

(T)

4.2 [Reserved for Future Use]

(D)

(D)

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CASE NO. 08-808-TP-ATW

SECTION 4 - SERVICE AREAS, (Cont'd.)

(T)

4.3 [Reserved for Future Use]

(D)

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(D)

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By: Francie McComb, Senior Vice President-Law & Public Policy
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CASE NO. 08-808-TP-ATW

SECTION 5 - WHOLESALE SERVICE OFFERINGS

(T)

ISSUED: June 30, 2008

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By: Francie McComb, Senior Vice President-Law & Public Policy
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CASE NO. 08-808-TP-ATW

SECTION 5 - WHOLESALE SERVICE OFFERINGS, (Cont'd.)

5.1 Dark Fiber

The Company provides dark fiber transport facilities to other telecommunications carriers pursuant to Individual Case Basis Arrangements described in Section 7.2.

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(T)

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CASE NO. 08-808-TP-ATW

SECTION 5 - WHOLESALE SERVICE OFFERINGS, (Cont'd.)

(T)

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CASE NO. 08-808-TP-ATW

SECTION 6 - [RESERVED FOR FUTURE USE]

(T)

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SECTION 6 - [RESERVED FOR FUTURE USE]

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CASE NO. 08-808-TP-ATW

SECTION 8 - [RESERVED FOR FUTURE USE]

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CASE NO. 08-808-TP-ATW

SECTION 8 - [RESERVED FOR FUTURE USE]

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[SECTION 9 - RESERVED FOR FUTURE USE]

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CASE NO. 08-808-TP-ATW

[SECTION 9 - RESERVED FOR FUTURE USE]

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