

NC  
FILE



## The CommLaw Group

HELEIN & MARASHLIAN, LLC  
1483 Chain Bridge Road  
Suite 301  
McLean, Virginia 22101

41  
Telephone: (703) 714-1300  
Facsimile: (703) 714-1330  
E-mail: [mail@CommLawGroup.com](mailto:mail@CommLawGroup.com)  
Website: [www.CommLawGroup.com](http://www.CommLawGroup.com)

Writer's Direct Dial Number  
703-714-1326

Writer's E-mail Address  
[cmh@commlawgroup.com](mailto:cmh@commlawgroup.com)

February 26, 2009

**Via Overnight Courier**

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

09-149-TP-ATA  
90-6187-CT-TRF PUCO

RECEIVED-DOCKETING DIV  
2009 FEB 27 AM 10:00

Re: Mandatory Detariffing Filing of  
Zoom-I-Net Communications, Inc.  
Pursuant to Opinion and Order in Case No. 06-1345-TP-ORD

Dear Sir or Madam:

Enclosed herewith, on behalf of Zoom-i-Net Communications, Inc. d/b/a ZinTel ("ZinTel"), are an original and ten (10) copies of ZinTel's Mandatory Detariffing Filing in connection with Case No. 06-1345-TP-ORD.

Through these materials, ZinTel has removed from its existing Ohio Tariff No. 1 all materials relating to services which have been detariffed by the PUCO, retaining only such information as is necessary to provide information concerning services which have not been detariffed, and to continue to provide consumer protection information.

Pursuant to previous discussions with PUCO Staff, ZinTel's revised tariff pages bear an issued and an effective date of March 9, 2009, i.e., the date specified in ZinTel's notice to customers as the effectiveness of this detariffing filing.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician 104 Date Processed 2/27/09

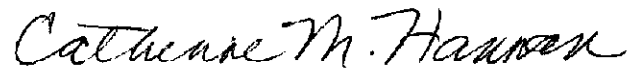
**DOCKETING DIVISION**

**February 26, 2009**

**Page Two**

To the extent there are any questions concerning these materials, please contact the undersigned.

Respectfully submitted,

A handwritten signature in black ink, reading "Catherine M. Hannan". The signature is written in a cursive, flowing style.

Catherine M. Hannan

Regulatory Counsel for  
Zoom-I-Net Communications, Inc.  
d/b/a ZinTel

Enclosures

Cc: Jay Agranoff, Esq.

**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 Zoom-I-Net )  
Communications, Inc. )  
) to Detariff Certain Tier 2 Services and make other changes )  
related to the Implementation of Case No. 06-1345-TP-ORD )

TRF Docket No. 90-\_\_\_\_\_  
Case No. \_\_\_\_ - \_\_\_\_ - **TP - ATA**  
NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Zoom-I-Net Communications, Inc.  
DBA(s) of Registrant(s) ZinTel  
Address of Registrant(s) 198 N. Ridge Drive, Central Square, NY 13036  
Company Web Address www.zintelco.com  
Regulatory Contact Person(s) Maria Gomez  
Regulatory Contact Person's Email Address \_\_\_\_\_  
Contact Person for Annual Report Maria Gomez  
Address (if different from above) Same as above  
Consumer Contact Information Maria Gomez  
Address (if different from above) Same as above

Phone (866) 397-5885 Fax (866) 397-5885

Phone \_\_\_\_\_

Phone \_\_\_\_\_

**Part I – Tariffs**

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

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

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**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: <ul style="list-style-type: none"> <li>citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
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).
X	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

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

**AFFIDAVIT**

***Compliance with Commission Rules and Service Standards***

I am an officer/agent of the applicant corporation, Zoom-I-Net Communications, Inc. , and am authorized to make this statement on its behalf.  
(Name)

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

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

Executed on (Date) 2/26/09 at (Location) McLean, Virginia

\*(Signature and Title) Catherine M. Hannan  
Catherine M. Hannan, Regulatory Counsel

(Date) 2/26/09

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

**VERIFICATION**

I, Catherine M. Hannan, Regulatory Counsel

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) Catherine M. Hannan

Regulatory Counsel

(Date) 2/26/09

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

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

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

***Or***

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

**EXHIBIT A**

**Existing Affected Tariff Pages of  
Zoom-I-Net Communications, Inc.  
d/b/a ZinTel  
PUCO Tariff No. 1**

**Zoom-I-Net Communications, Inc.**

**OHIO TELECOMMUNICATIONS TARIFF**

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **Zoom-I-Net Communications, Inc.**, under the following business and trade name: ZinTel, with principal offices at 198 N. Ridge Drive, Central Square, New York 13036.

This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected during normal business hours at the Company's principal place of business.

---

Issued: April 14, 2004

Effective: May 14, 2004

C.K. Carney, President  
198 N. Ridge Drive  
Central Square, NY 13036

**CHECK SHEET**

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

<b>PAGE NO.</b>	<b>REVISION</b>	<b>PAGE NO.</b>	<b>REVISION</b>
1	Original*		
2	Original*		
3	Original*		
4	Original*		
5	Original*		
6	Original*		
7	Original*		
8	Original*		
9	Original*		
10	Original*		
11	Original*		
12	Original*		
13	Original*		
14	Original*		
15	Original*		
16	Original*		
17	Original*		
18	Original*		
19	Original*		
20	Original*		
21	Original*		
22	Original*		
23	Original*		

---

Issued: April 14, 2004

Effective: May 14, 2004

C.K. Carney, President  
198 N. Ridge Drive

**TABLE OF CONTENTS**

Check Sheet .....2

Table of Contents .....3

Symbols .....4

SECTION 1 - Definitions .....5

SECTION 2 - Rules and Regulations .....6

SECTION 3 - Description of Service & Rates .....12

SECTION 4 - Miscellaneous Services .....21

SECTION 5 - Promotions .....22

SECTION 6 - Contract Services.....23



### **SYMBOLS**

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

- (C)** - Change in Rule or Regulation.
- (D)** - Delete or discontinue.
- (I)** - Change resulting in an increase to a customer's bill.
- (M)** - Moved from or to another tariff location.
- (N)** – New.
- (R)** - Change resulting in a reduction to a customer's bill.
- (T)** - Change in text or regulation.

## SECTION 1 - DEFINITIONS

**Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

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

**Carrier or Company** - Zoom-I-Net Communications, Inc. d/b/a/ ZinTel, unless otherwise indicated by the context.

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

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Dedicated Access** - See Special Access Origination/Termination.

**PUCO** - Refers to the Public Utilities Commission of Ohio.

**Special Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

**Subscriber** - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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

### **2.1 Undertaking of the Company**

Company offers intrastate service originating at specified points within the state of Ohio under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

### **2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

## SECTION 2 - RULES AND REGULATIONS

### 2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

### 2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with PUCO regulations and any other applicable law.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

---

Issued: April 14, 2004

Effective: May 14, 2004

C.K. Carney, President  
198 N. Ridge Drive  
Central Square, NY 13036

## SECTION 2 - RULES AND REGULATIONS

### 2.5 Taxes

The customer is responsible for payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible, and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the PUCO. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. Any such line item charges will be reflected in the Company's tariff. The Company will not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking PUCO approval under the appropriate procedures required by the PUCO. The Company shall comply with PUCO procedures by sending notice to all customers informing them of the new line item charges.

### 2.6 Terminal Equipment

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

### 2.7 Deposits/Advance Payments

The Company does not at this time collect or require customer deposits or advance payments to initiate service.

## SECTION 2 - RULES AND REGULATIONS

### 2.8 Denial or Disconnection of Toll Service

- 2.8.1 The Company may disconnect a subscriber's service for nonpayment under the conditions set forth in Rule 4901:1-5-17(B).
- 2.8.2 Without notice, the Company may disconnect a subscriber's service for nonpayment pursuant to and in compliance with Rules 4901:1-5-17(D) and (E).
- 2.8.3 With notice, the Company may disconnect a subscriber's service for nonpayment pursuant to and in compliance with Rule 4901:1-5-17(G).
- 2.8.4 Company's payment schedule and disconnection procedures for nonpayment adhere to Rule 4901:1-5-17(K).
- 2.8.5 The Company's procedures for the reconnection of toll service comply with Rule 4901:1-5-17(M).

### 2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

### 2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company at any time.

## SECTION 2 - RULES AND REGULATIONS

### 2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies. For purposes of customers residing in Ohio, terms of payment are governed by and in compliance with MTSS: 1-5-15. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customers who are dissatisfied with the response to their complaint may contact the Public Utilities Commission of Ohio for resolution of the issues at the following address:

Public Utilities Commission of Ohio  
180 E. Broad St.  
Columbus, OH 43215-3793  
(614) 466-3292  
(800) 686-7826  
TDD/TTY (800) 686-1570

## SECTION 2 - RULES AND REGULATIONS

### 2.12 Other Rules

#### 2.12.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Public Utilities Commission of Ohio and the Federal Communications Commission.

#### 2.12.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

### 2.13 800/888/877/866 Numbers

**2.13.1** The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

**2.13.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

**2.13.3** 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.



### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### **3.1 General Description of Rates and Charges**

##### **3.1.1 Application of Charges**

Long Distance Communications Service includes recurring and non-recurring charges. Stabilized recurring charges may be offered on a Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

##### **3.1.2 Taxes**

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

##### **3.1.3 Jurisdiction**

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate calls only.

### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### **3.2 Timing of Calls**

- 3.2.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3** The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.
- 3.2.4** The Company will not bill for incomplete calls.

#### **3.3 Special Access Channels**

Special access channels (i.e.: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. The Company will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

#### **3.4 Quality and Grade of Service Offered**

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 98% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

### **SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

#### **3.5 Service Offerings**

##### **3.5.1 Basic Services**

Carrier's Basic Services are switched equal access outbound services using standard equal access dialing (1+NPA+NXX+XXX) to place interLATA and intraLATA calls from customer premises to points located within Florida, the rates of which are flat rate based on usage and switched equal access inbound services using standard equal access dialing (1+800+NXX+XXX or 1+888+NXX+XXX).

##### **3.5.2 Operator Service**

Standard operator services and operator assistance services are not offered by Company but are available from its Underlying Carrier subject to the rates and charges of that Carrier.

### SECTION 3 - DESCRIPTION OF SERVICE AND RATES

#### 3.6 Rates and Charges

Services are available to subscribers under the following rate plans. Calls in each rate plan are billed in increments with minimum billing increments as specified. No charge is made for an uncompleted call.

##### 3.6.1 Time of Day Optional Calling Plan.

Company's Time of Day Optional Calling Plan offers 1+ calls featuring rates based on the jurisdictional nature of the call and is available under this combination offering across the country served with equal access. Rates are time-of-day sensitive but distance insensitive. Billing is in full minute increments and are rounded to the next full minute increment. A monthly recurring charge and other charges apply. See, Section 4. Total call usage is aggregated and rates applied based on the jurisdictional destination of the call at the following rates. You may select the better rate that fits your calling patterns.

Minimum:	\$0.0165
Maximum:	\$0.3000

Monthly recurring fee: \$4.95

##### 3.6.2 The Nickel Plan.

Company's Nickel Plan offers 1+ calls feature rates that are time-of-day and distance insensitive and are available to all areas with equal access. Billing is in full minute increments and are rounded to the next full minute increment. A monthly recurring charge and other charges apply. See Section 4.

Minimum:	\$0.0185
Maximum:	\$0.2700

### SECTION 3 - DESCRIPTION OF SERVICE AND RATES

#### 3.6 Rates and Charges (Cont.)

##### 3.6.3 The Lucky 7 Plan

The Lucky 7 Basic Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. Other charges apply. See Section 4.

Minimum: \$0.0225  
Maximum: \$0.2424

##### 3.6.4 The Lucky 7 Economy Plan

The Lucky 7 Economy Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 6-second increments and rounded to the next whole 6-second interval. One message unit applies per call. Other charges apply. See Section 4.

Rate:

Minimum: \$0.0225  
Maximum: \$0.2424

Message Unit:

Minimum: \$0.0500  
Maximum: \$0.5000

### SECTION 3 - DESCRIPTION OF SERVICE AND RATES

#### 3.6 Rates and Charges (Cont.)

##### 3.6.5 The Lucky 7 Day/Night Plan

The Lucky 7 Day/Night Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day sensitive, but distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. Other charges apply. See Section 4.

Minimum: \$0.0225

Maximum: \$0.2725

##### 3.6.6 The Lucky 7 Night/Day Plan

The Lucky 7 Night/Day Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day sensitive, but distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. Other charges apply. See Section 4.

Minimum: \$0.0225

Maximum: \$0.2725

### SECTION 3 - DESCRIPTION OF SERVICE AND RATES

#### 3.6 Rates and Charges (Cont.)

##### 3.6.7 Lucky 7 Double/Down Plan

The Lucky 7 Double/Down Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. Calls are billed in 60-second increments and rounded to the next whole 60-second interval. The minimum service term under this plan is six (6) 30-day billing cycles. Rates are graduated downward for all calls over set volumes of usage up to 630 minutes (10 and one-half hours). The per minute rates for all minutes in excess of 630 repeats the cycle at 7 cents and declines in 70 minute increments up to the next segment of 630 minutes (e.g., 1260 minutes). The cycle repeats itself at each 630-minute segment for the 30-day billing cycle. Cancellation prior to the expiration of the Commitment Period incurs a flat \$25 termination charge. Administrative charges apply. See Section 4.

Minimum:	\$0.0115
Maximum:	\$0.2175

##### 3.6.8 Lucky 7/20 Plan

The Lucky 7/20 Plan provides 1+ interstate long distance service from customer premises with equal access local service. Calls are time-of-day and distance insensitive. All calls are billed in 60-second increments and rounded to the next whole 60-second interval. See Section 4.

Minimum:	\$0.0225
Maximum:	\$0.2424

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.6 Rates and Charges (Cont.)**

**3.6.9 Calling Card Service – All Plans**

Calling Card Service is billed in one-minute increments with a minimum billing increment of one minute at the following flat rate:

Minimum:	\$0.059
Maximum:	\$0.299



### SECTION 3 - DESCRIPTION OF SERVICE AND RATES

#### 3.7 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

##### 3.7.1 Public Telephone Surcharge

Rate per Call	\$0.30
---------------	--------

#### **SECTION 4 - MISCELLANEOUS**

##### **4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

##### **4.2 Late Payment Charge**

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

##### **4.3 Return Check Charge**

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

##### **4.4 Directory Assistance**

A Directory Assistance charge of \$0.95 per call applies whether or not the requested number is provided. Up to two requests for listings within a single area code may be made on each call to Directory Assistance. If the Directory Assistance attendant is asked to dial the requested number, a charge of \$0.50 applies whether or not the called party answers.

##### **4.5 PIC Account Set Up Fee**

The company will charge a one-time account set up fee of \$3.95/BTN.

## **SECTION 5 - PROMOTIONS**

### **5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

### **5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

## SECTION 6 - CONTRACT SERVICES

### 6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Public Utilities Commission of Ohio.

**EXHIBIT B**

**Proposed Revised Tariff Pages of  
Zoom-I-Net Communications, Inc.  
d/b/a ZinTel  
PUCO Tariff No. 1**

**Zoom-I-Net Communications, Inc.**

**OHIO TELECOMMUNICATIONS TARIFF**

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

Information concerning the rates, terms and conditions of service associated with Zoom-I-Net Communications, Inc. telecommunications services in the State of Ohio, previously on file with the Public Utilities Commission of Ohio, may now be reviewed on the Company's website, [www.zintelco.com](http://www.zintelco.com).

---

Issued: March 9, 2009

Effective: March 9, 2009

C.K. Carney, President  
198 N. Ridge Drive  
Central Square, NY 13036

## SECTION 2 - RULES AND REGULATIONS

### 2.11 Payment for Service

Customers who are dissatisfied with the response to their complaint may contact the Public Utilities Commission of Ohio for resolution of the issues at the following address:

Public Utilities Commission of Ohio  
180 E. Broad St.  
Columbus, OH 43215-3793  
(614) 466-3292  
(800) 686-7826  
TDD/TTY (800) 686-1570

### SECTION 3 - DESCRIPTION OF SERVICE AND RATES

#### 3.3 Special Access Channels

Special access channels (i.e.: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. The Company will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.



**SECTION 4 - MISCELLANEOUS**

**4.2 Late Payment Charge**

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

**4.3 Return Check Charge**

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

**EXHIBIT C**

**Narrative Summarizing All Changes Proposed by  
Zoom-I-Net Communications, Inc.  
d/b/a ZinTel  
In Compliance with PUCO Opinion and Order  
in Case No. 06-1345-TP-ORD**

PUCO Opinion and Order in Case No. 06-1345-TP-ORD provides that even within the P.U.C.O.'s mandatory detariffing environment, carriers must retain tariffs for the following Tier 1 services:

"local dial tone service; touch tone dialing service; access to and usage of 9-1-1 services; access to operator services and directory assistance; provision of a telephone directory and listing; per call, caller identification blocking services, access to telecommunications relay service, access to toll presubscription, interexchange or toll providers and networks of other companies (i.e., Basic Local Exchange Services).

Additionally, a tariff must continue to be maintained

"for purposes of complying with Commission and/or Federal Communications (FCC) directives including, but not limited to: primary interexchange carrier (PIC) change charges, Alternative Operator and Inmate Operator Services (AOS/IOS); late payment and bad check charges, per call and per line blocking; intrastate special and switched access services provided to carriers; N-1-1 service; pole attachments and conduit occupancy; pay telephone service; and telecommunications relay service."

Zoom-I-Net Communications, Inc. d/b/a ZinTel does not provide local telecommunications services in Ohio. However, the Company has undertaken a review of the provisions embodied in the Company's PUCO Tariff No. 1, which sets forth the rates, terms and conditions of service associated with the Company's toll telecommunications service offering in the State of Ohio.

Set forth at Exhibit A hereto are pages from ZinTel's PUCO Tariff No. 1 which will be affected by the Company's compliance with the dictates of the PUCO's Opinion and Order. Set forth at Exhibit B hereto is the text of PUCO Tariff No. 1 which will remain on file with the PUCO following the effectiveness of the Company's mandatory detariffing filing.

To the extent the provisions previously set forth in PUCO Tariff No. 1 have not been superceded by PUCO rules, these rates, terms and conditions of service will continue to apply to ZinTel's Ohio telecommunications service offerings.

## **EXHIBIT D**

### **Rule 4901:1-6-05(G)(3) Statement of Zoom-I-Net Communications, Inc. d/b/a ZinTel**

Zoom-I-Net Communications, Inc. d/b/a ZinTel will comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms and conditions for detariffed services by mailing to all customers a notice advising them of ZinTel's upcoming mandatory detariffing filing. ZinTel customers will also be advised through that notice that the Company maintains a full copy of all information contained in the Company's PUCO Tariff No. 1 – Telephone on file with the Public Utilities Commission of Ohio immediately prior to the effectiveness of this detariffing filing. This previously tariffed information is available for review at the Company's offices, 198 N. Ridge Drive, Central Square, NY 13036, during regular business hours. Consumers may also request a copy of this information by contacting Zoom-I-Net Communications, Inc., d/b/a ZinTel, c/o Customer at the above address.

**EXHIBIT E**

**Rule 4901:1-6-16(B) Customer Notice of  
Zoom-I-Net Communications, Inc.  
d/b/a ZinTel**

February 18, 2009

Dear Customer:

Beginning on March 9, 2009, the prices, service descriptions and the terms and conditions for certain telecommunications services that you are provided by Zoom-I-Net Communications, Inc. d/b/a ZinTel ("ZinTel") will no longer be on file with the Public Utilities Commission of Ohio.

These "detariffed" services include all Intrastate Toll Telecommunications Services furnished by ZinTel within the State of Ohio as previously set forth in PUCO Tariff No. 1.

This information is available for review at the Company's offices, 198 N. Ridge Drive, Central Square, NY 13036, during regular business hours. You may also request a copy of this information by contacting ZinTel c/o Customer Care, at the above address, (866) 397-5882.

This change does not affect the prices, terms or conditions of those services to which you currently subscribe. These services continue to be regulated by the Public Utilities Commission of Ohio.

If you have any questions about this matter, please call ZinTel at the toll free number, (866) 397-5882, or visit us online at [www.zintelco.com](http://www.zintelco.com).

Sincerely,

Zoom-I-Net Communications, Inc.  
d/b/a ZinTel

**EXHIBIT F**

**Customer Notice Affidavit of  
Zoom-I-Net Communications, Inc.  
d/b/a ZinTel**



CUSTOMER NOTICE AFFIDAVIT

STATE OF New York :  
SS :  
COUNTY OF Oswego :

AFFIDAVIT

I, C.K. Carney, President, am an authorized agent of the applicant corporation, Zoom-I-Net Communications, Inc. d/b/a ZinTel, and am authorized to make this statement on its behalf. I attest that customer notices accompanying this affidavit were sent to affected customers through United States mail, postage prepaid on February 18, 2009, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2-19-09 in Central Square  
(Date) (Location)

C.K. Carney  
C. K. Carney, President

Subscribed and sworn to before me this February 19, 2009  
(Date)

Sharyl L. Kelly  
Notary Public  
My Commission Expires: March 24, 2011

Sharyl L. Kelly  
Notary Public, State of New York  
No. 01KE6089528  
Appointed in Oswego County  
Commission Expires March 24, 2011