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September 19, 2009

#### VIA OVERNIGHT DELIVERY

Renee J. Jenkins
Director of Administration
Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793
(614) 466-3016

PUCO

Re:

Velocity The Greatest Phone Company Ever, Inc.

Case No. 09-7771-TP-ACE

171

Dear Ms. Jenkins:

90-9374-TP-TRF

Pursuant to staff request, enclosed please find for filing an original and seven (7) copies of Velocity The Greatest Phone Company Ever, Inc.'s documentation below:

- 1. Updated Good Standing and Certificate of Authority from the Secretary of State; and
  - 2. Replacement PUCO Tariff No. 1 in its entirety to include requested tariff changes.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

Angela Jamssen, Legal Assistant to Lance J.M. Steinhart, Attorney for

Velocity The Greatest Phone Company Ever, Inc.

**Enclosures** 

cc: Judi Reed

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivared in the regular course of business rechnician

Date Processed SEP 2 1 2009

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

I, Jennifer Brunner, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show VELOCITY THE GREATEST PHONE COMPANY EVER, INC., a Delaware corporation, having qualified to do business within the State of Ohio on October 04, 2006 under License No. 1652297 is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 18th day of September, A.D. 2009

**Ohio Secretary of State** 

Validation Number: V2009261S082A7



### Prescribed by J. Kenneth Blackwell

Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos

e-mail: busserv@sos.state.oh.us

Expedite this Form: (Selections)				
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*** Requi	res an additional fee of \$190 ***			
∩ No	PO Box 670			
~ ·	Columbus, OH 43216			

## FOREIGN CORPORATION APPLICATION FOR LICENSE OR REGISTRATION OF CORPORATION NAME

(For Foreign Profit or Non-Profit)

(CHECK ONLY ONE (1) BOX)  (1) Foreign Corporation  For Profit (151-FLF)  Non-Profit (152-FLN)  Complete the general information in this section  Corporate Name  Velocity  Under the Laws of the State of  Delay	Original (158-RCO) Renewal (172-RNR)	Filing Fee \$50.00	Corporation (Registration No.)
For Profit (151-FLF)  Non-Profit (152-FLN)  Filing Fee \$125.00  Complete the general information in this section  Corporate Name  Veloci	Original (158-RCO) Renewal (172-RNR)  The for the box checked above.	(RCR)) ORC 1703  Filing Fee \$50.00	
Filing Fee \$125.00  Complete the general information in this section  Corporate Name  Veloci	of for the box checked above.	Filing Fee \$50.00	(Registration No.)
Complete the general information in this section  Corporate Name  Valor			(Registration No.)
Complete the general information in this section Corporate Name Valor			
Corporate Name Veloc			
The first and a second and	ity The Greatest Phone Co		
Under the Laws of the State of Delay		mpany Ever, Inc.	
		***	
	(Home State)		
Date of Incorporation in Home State Octob	er 24, 2005		
	(Date)		
The corporation's principal office is located at  7130 Spring Meadows West Drive (Street) NOTE:	P.O. Box Addresses are NOT accept	lable.	
Holland	ОН	43528	
(C(b))	(State)	(Zip Code)	
The corporate purpose it proposes to exercise description; a general purpose clause is not s		ows: (Please provide a brief	but specific
Provide Telecommunication Serv	ices		
The corporation is carrying on or doing busine		TO TO THE SECTION OF	
Check here if additional provisions are			

e served in Ohio				
TCS Corporate Services, Inc	3.			
(Name) 4568 Mayfield Rd.		Ste 21:	3	
	NOTE: P.O. Box Add	resses are NOT accept	ubie.	
Cleveland	Ohi	o.	44121	
(City)	(Stat		(Zip Code)	neogytuse
the entity above irrevocably consents to gent continues, and to service of proc A. the agent cannot be found B. the above listed falls to des C. the above stated registration	ess upon the OHIC or signate another a	SECRETARY OF gent when require	STATE if: d to do so, or	the authority of the
omplete the information in this section				
he application is made to secure a	Z permanent	temporary li	cense	
he corporation's principal office within	Ohio is to be locat	ed in	Corporation will in Ohio	l not have an office
(Street)	NOTE: P.O. Box Addi	resses are NOT accept	able.	
			Ohlo	
(City)		(County)	(State)	(Zip Code)
las the corporation obtained a ilcense	to transact busines		ne in the past?	Yes 🗸 No
yes, prior License No.		issued		
yes, prior License No.		Issu <del>o</del> d	(Date)	**************************************
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he date on which the corporation begi	an transacting busi		(Date)	·
yes, prior License No.  The date on which the corporation beging the second sec	intersection appropriate to the		(Date)	
he date on which the corporation beging Date	f application	ness in Ohio	• •	☐ Yes. ☑ No
The date on which the corporation beging the Date Mills begin business upon approval or this application being made to enable	of application to the corporation to	ness in Ohio prosecute or defer	• •	☐ Yes. ☑ No
The date on which the corporation beging the Date DR DWIII begin business upon approval on this application being made to enable complete the information in this section	of application  the corporation to	ness in Ohio prosecute or defer	• •	☐ Yes. ☑ No
The date on which the corporation beging Date  OR  Will begin business upon approval or this application being made to enable complete the information in this section the location of its principal office in the	of application  the corporation to  if non-profit is checonstate of Ohio is	ness in Ohio prosecute or defer	nd a legal action?	☐ Yes. ☑ No
The date on which the corporation beging Date  OR  Will begin business upon approval or this application being made to enable complete the information in this section the location of its principal office in the	of application  the corporation to  if non-profit is checonstate of Ohio is	ness in Ohio prosecute or defer	nd a legal action?	☐ Yes. ☑ No

	•	ition has caused this application to be exec	uted by an authorized
officer on	<u> १/१५/७८ ।</u> (Date)	-	
STATE OF		The World Age May be an	
COUNTY OF	Lucas	andres wa <sup>34</sup> nas noo na sukeus maay <sup>48</sup> nas	
Mike Newo	omer (Name of Officer)	_,being first duly sworn, deposes and says	that he/she is the
President	facilities on Arthurston I	of Velocity The Greatest Phon	e Company Ever, Inc.
	e best of my knowledge a	oing application, and that the statements or not belief.	ontained in said application are true and
	Nama	Mike Newcomer	
Sworn to be	fore me and subscribed in	my presence. Log 6 (9 (date)	2006
		(Notary Public)	Cu-
NOTARY SI	ĒAL	Expiration date of Notary's Commission:	(date)
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		Attorno	2. 05. 1 814 2. 05. 05. 05. 05. 05. 05. 05. 05. 05. 05
		Noter Putio	Store of <b>Chio</b>

My Commission has no Expiration Date
Section 147.03 R.C.

# RATES, TERMS AND CONDITIONS RELATING TO THE PROVISION OF COMPETITIVE LOCAL EXCHANGE SERVICES IN THE STATE OF OHIO

As Approved in Case No. 09-7771-TP-ACE

Effective Date:

7130 Spring Meadows West Drive Holland, Ohio 43528

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1.7.4

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#### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive local exchange service by Velocity The Greatest Phone Company Ever, Inc. ("the Company") in the calling areas defined herein.

The provision of services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superseding issues.

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.

As Approved in Case No. 09-7771-TP-ACE

#### **EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purposes indicated below.

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

As Approved in Case No. 09-7771-TP-ACE

#### **EXPLANATION OF TERMS**

#### ADVANCE PAYMENT

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

#### **AGENCY**

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

#### **AUTHORIZATION CODE**

A numerical code assigned to a Customer to enable the Company to identify the origin of the call so it may rate and bill the call.

#### **AUTHORIZED USER**

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

#### ATTENDANT

An operator of a PBX console or telephone switchboard.

#### BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designated for permanent occupancy.

#### CALL INITIATION

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

#### CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

As Approved in Case No. 09-7771-TP-ACE

Effective Date:

Gregory Kiley, President 7130 Spring Meadows West Drive Holland, Ohio 43528

#### EXPLANATION OF TERMS (cont'd)

#### CENTRAL OFFICE

An operating office of the incumbent competitive local exchange company where connections are made between telephone exchange lines.

#### **CUSTOMER**

A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

#### DEPICING

DePICing service limits the Company's customer's toll access to 101XXXX and 0- dialing until the customer selects a different provider or until the toll service provider requests removal of the dePICing service.

#### **EMERGENCY**

A situation that appears to present immediate danger to person or property.

#### **EMERGENCY SERVICE (ENHANCED 911)**

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

#### **E911 SERVICE AREA**

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

As Approved in Case No. 09-7771-TP-ACE

Velocity The Greatest Phone Company Ever, Inc. Issue Date: September 2, 2009

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20000 Pate. September 2, 2003

#### **EXPLANATION OF TERMS (cont'd)**

#### E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

#### **ERROR**

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

#### **EXCHANGE**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

#### **EXCHANGE ACCESS LINE**

A central office line furnished for direct or indirect access to the exchange system.

#### FINAL ACCOUNT

A customer's outstanding charges still owed to the Company.

#### INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

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#### EXPLANATION OF TERMS (cont'd)

#### LAST NUMBER REDIAL

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

#### LATA

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

#### LOCAL CALL

Any call for which an additional charge, i.e., toll charge, is not made to the calling or called party.

#### LONG DISTANCE CALL

Any telephone call to a destination outside the local calling area, whether inter-LATA or intra-LATA, and for which there is a charge beyond that for basic service.

#### LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

#### LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

#### LOCAL SERVICE

Telephone exchange service within a local calling area.

#### MOVE

The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

As Approved in Case No. 09-7771-TP-ACE

Velocity The Greatest Phone Company I	Ever,	Inc.
Issue Date: September 2, 2009		

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#### EXPLANATION OF TERMS (cont'd)

#### PRESUBSCRIPTION

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

#### RATE CENTER

Company-designated service locations from which service is rendered or rated.

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Velocity The Greatest Phone Company Ever, Inc.

Issue Date: September 2, 2009

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#### EXPLANATION OF TERMS (cont'd)

#### RECURRING CHARGES

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

#### SERVICE COMMENCEMENT DATE

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

#### SERVICE ORDER

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

#### SERVING CENTRAL OFFICE

The central office from which local service is furnished.

#### SPEED CALLING

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

As Approved in Case No. 09-7771-TP-ACE

Velocity The Greatest Phone Company Ever, Inc. Issue Date: September 2, 2009

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#### **EXPLANATION OF TERMS (cont'd)**

#### TELECOMMUNICATIONS RELAY SERVICE (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

#### TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

#### TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

#### TOLL BLOCKING

Allows end users to block direct-dialed long distance calls from their telephones.

As Approved in Case No. 09-7771-TP-ACE

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#### EXPLANATION OF TERMS (cont'd)

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

#### UNDERLYING CARRIER

The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the provision of toll services.

**USER** 

A customer or any other person authorized by a Customer to use service provided under this Tariff.

As Approved in Case No. 09-7771-TP-ACE

Original Page No. 1

Issue Date: September 2, 2009

1. Competitive Local Exchange Service Regulations

#### 1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. AT&T Ohio and Verizon are the underlying incumbent local exchange carriers.
- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may use services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer any services it purchased from AT&T Ohio on a resale basis for resale to other carriers.
- C The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.
- D The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

#### 1.2 Terms and Conditions

A Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Business Customer will be required to execute any other documents as may be reasonably requested by the Company.

1. Competitive Local Exchange Service Regulations (cont'd)

#### 1.2 Terms and Conditions (cont'd)

- B Business Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Business Customer. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C This tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provisions.
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- F The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

- 1. <u>Competitive Local Exchange Service Regulations</u> (cont'd)
  - 1.2 Terms and Conditions (cont'd)
- G In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.
  - 1.3 <u>Notification of Service Affecting Activities</u>
- A The Company will provide the Customer reasonable notification of service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service-affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

As Approved in Case No. 09-7771-TP-ACE

1. <u>Competitive Local Exchange Service Regulations</u> (cont'd)

#### 1.4 Provision of Services

- A The Company will make 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. The Service installation shall be completed within five business days after a service order is placed. Company will credit in accordance with 4901:1-5-16 for delayed install, missed install or repair appointments and commitments.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C The furnishing of service under this tariff is subject to the availability of all the necessary facilities.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

1. Competitive Local Exchange Service Regulations (cont'd)

- 1.4 Provision of Services (cont'd)
- E The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:
  - (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
  - (ii) the reception of signals by Customer provided equipment; or
  - (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

As Approved in Case No. 09-7771-TP-ACE

1. <u>Competitive Local Exchange Service Regulations</u> (cont'd)

#### 1.5 <u>Directory Listings</u>

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is in accordance with OAC 4901:1-5-16. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.

PUCO Tariff No. 1 Section 1

Issue Date: September 2, 2009 Original Page No. 7

#### 1. <u>Competitive Local Exchange Service Regulations</u> (cont'd)

1.6 <u>Interruptions in Service (cont'd)</u>

All requirements for credit allowances for interruptions of service will be consistent with 4901:1-5-16 of the Commission's Minimum Telephone Service Standards.

Issue Date: September 2, 2009 Original Page No. 8

1. Competitive Local Exchange Service Regulations (cont'd)

- 1.7 Obligations of the Customer
- A The Customer shall be responsible for:
  - (i) the payment of all applicable charges pursuant to this tariff;
  - (ii) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services.

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Original Page No. 9

#### 1. Competitive Local Exchange Service Regulations (cont'd)

#### 1.7 Obligations of the Customer (cont'd)

#### 1.7.1 Claims

- A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
  - (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
  - (ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

#### 1. Competitive Local Exchange Service Regulations (cont'd)

#### 1.7 Obligations of the Customer (cont'd)

#### 1.7.2 Station Equipment

The Customer is responsible for providing and maintaining any terminal A equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

#### 1. Competitive Local Exchange Service Regulations (cont'd)

#### 1.7 Obligations of the Customer (cont'd)

#### 1.7.3 Interconnection of Facilities

- A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing competitive local exchange service, and the channels, facilities or equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's use of non-compatible equipment.
- B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers that are applicable to such connections.
- C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

#### 1. Competitive Local Exchange Service Regulations (cont'd)

#### 1.7 Obligations of the Customer (cont'd)

#### 1.7.4 Inspections

- A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in Section 1.8.2 for the installation, operation, and maintenance of Customer-provided facilities. These inspections are to be completed within a time agreeable by both parties. No credit will be allowed for any interruptions occurring during such inspections.
- B If the protective requirements for the Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services and personnel from harm. The Company will, upon request twenty-four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

#### 1. <u>Competitive Local Exchange Service Regulations</u> (cont'd)

- 1.8 Payment Arrangements
- A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Any objections made to the Company will be processed in accordance with O.A.C. 4901:1-5.

1. <u>Competitive Local Exchange Service Regulations</u> (cont'd)

#### 1.8 Payment Arrangements (cont'd)

#### 1.8.1 Deposits

- A Applicants for service may be required prior to establishing service to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- B The deposit will not exceed an amount equal to two month's average monthly bill for all regulated competitive local exchange services for ensuing twelve months, plus thirty percent (30%) of estimated monthly charges.
- C A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

As Approved in Case No. 09-7771-TP-ACE

Issue Date: September 2, 2009 Original Page No. 15

- 1. Competitive Local Exchange Service Regulations (cont'd)
  - 1.8 Payment Arrangements (cont'd)
    - 1.8.2 Bills and Collection of Charges
    - A fee of \$25.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. The Company may waive the returned check charge under appropriate circumstances.

Issue Date: September 2, 2009

1. Competitive Local Exchange Service Regulations (cont'd)

## 1.8 Payment Arrangements (cont'd)

B The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

Velocity The Greatest Phone Company Ever, Inc. 7130 Spring Meadows West Drive Holland, Ohio 43528 (866) 983-5624

Ohio Public Utilities Commission 180 E. Broad Street Columbus, OH 43215 Toll Free: (800) 686-7826

- C If you have a complaint that is not resolved after you have called the Company or for general utility information, residential and business customers may contact the Ohio Public Utilities Commission for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <a href="https://www.puco.ohio.gov">www.puco.ohio.gov</a>.
- D Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

The Company will not collect attorney fees or court costs from Customers.

Issue Date: September 2, 2009

## 1. Competitive Local Exchange Service Regulations (cont'd)

# 1.9 Transfers and Assignments

A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties, upon the approval, with an appropriate application with the PUCO, (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

## 1.10 Notices and Communications

- A The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate an address on the bill for service to which the Customer shall mail payment for that bill.
- All notices or other written communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.

Issue Date: September 2, 2009

# 1. <u>Competitive Local Exchange Service Regulations</u> (cont'd)

D The Company or Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notices set forth herein.

## 1.11 Promotional Offers

A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made and shall be conducted in accordance with the provisions of state rules and regulations. The only limitation upon a promotional offering shall be that the waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis. All promotions will be added to the tariff as an addendum to the price list.

## 1.12 Customer Service

A Customer service personnel are available twenty-four (24) hours a day, seven days a week and may be reached toll-free.

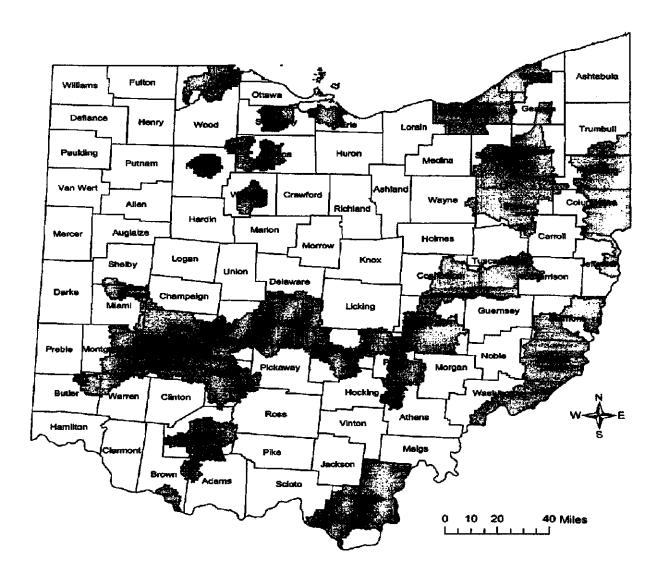
#### 2 Service Descriptions and Rates

#### General

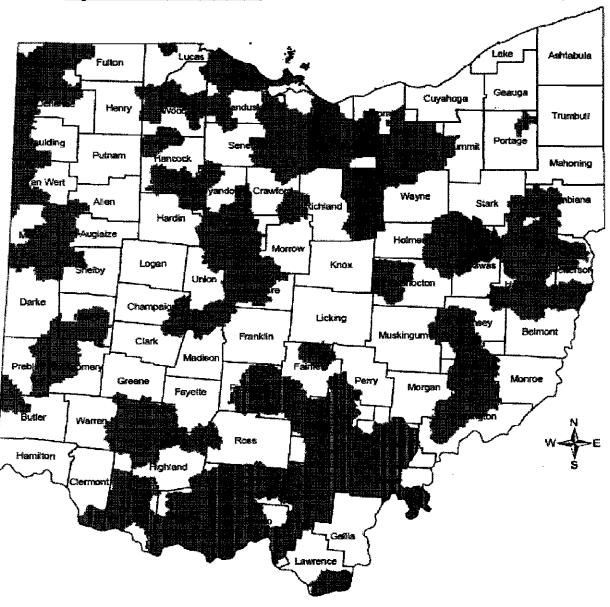
- A Velocity The Greatest Phone Company Ever, Inc.'s local service enables the business Customer to:
  - (i) receive calls from other stations on the public switched telephone network;
  - (ii) place calls to other stations on the public switched telephone network;
  - (iii) access the Company's business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
  - (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the provider's Carrier Identification Code (10XXX).
- B Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

The Company will mirror the entire ILEC exchanges for both serving areas and local calling areas as stated in the tariffs of AT&T Ohio and Verizon.

# 2.1 <u>Proposed Service Area - AT&T</u> OHIO SERVICE AREA



# 2.1 Proposed Service Area - Verizon



#### 2.2 Feature <u>Descriptions</u>

A The Company's competitive local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs. Below are feature descriptions.

#### Caller ID with Number

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

#### Caller ID with Name and Number

Allows for the automatic delivery of a calling party's name and number to the called party. The name and number are displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call-waiting tone, but the new incoming name and number will not be displayed.

#### Caller ID Blocking Per Line

Provides default blocking of delivery of the calling customer's telephone number. Blocking can be deactivated by the customer by dialing an access code before each call. When the customer hangs up, the default blocking is reinstated.

#### Caller ID Blocking Per Call

Provides blocking of delivery of the calling customer's telephone number on a per call basis. Blocking can be activated by the customer dialing an access code before each call.

#### 2.2 Feature Descriptions (cont'd)

#### Call Forward

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number.

#### Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an International Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

#### Call Forward Don't Answer

Allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer-specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

#### Call Pick Up

This optional feature allows a call to be answered from a different line by dialing a code. All lines in the group must be equipped with this feature. The Customer can have an unlimited number of lines in a Call Pick Up group.

#### 2.2 Feature Descriptions (cont'd)

#### Call Transfer

This optional feature allows the user to transfer any established call to another telephone number (inside or outside of the system) without the assistance of an attendant.

#### Call Waiting

This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

#### Consultation Hold

This temporary hold feature is inherent in Call Transfer and Three Way Calling. It is activated by depressing the switch hook.

#### **Direct Connect Hotline**

This optional feature allows a Customer to automatically dial a designated number whenever the originating telephone goes off hook. This feature is assigned to a phone which is used only for this purpose.

#### Hunting

This standard feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer.

#### Speed Dial

This optional feature allows a Customer to designate up to six numbers to be called by dialing a code.

#### 2.2 Feature Descriptions (cont'd)

#### Speed Dial, Expanded

This optional feature allows Customer to designate up to thirty numbers to be called by dialing a code.

#### Speed Dial, Group

Allows up to five lines on a Customer's system to share a Speed Dial list. This can be either a six number or expanded speed dial list.

#### Three Way Calling

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

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# 2. Service Description and Rates (cont'd)

## 2.3 Feature Package

The feature package allows the customer to select any combination or all of the following features for a single monthly recurring charge, rather than subscribing to these features separately:

Call Pick Up

Call Forward - Variable

Call Transfer

Three Way Conference Calling

Call Hold

Call Waiting

Speed Dial

#### 2.3.1 Rate

Maximum Charge

Call Waiting

Non Recurring Charge

\$20.00

Monthly Recurring Charge

\$11.00

# 2 Service Description and Rates

# 2.4 Features

For feature descriptions, see Section 2.2 and feature rates, see Section 3.2

- 2 Service Description and Rates (cont'd)
  - 2.5 <u>Installation Fees</u>
  - A A non-recurring installation fee will be assessed when a new line is added to a new or existing account. Customers will have the option to spread the installation fee over a three month period in accordance with O.A.C. 4901:1-5-7 (D).

#### 2.6 <u>Directory Listings</u>

#### 2.6.1 Description

Directory listing will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

- (i) Primary Listing. A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii) Additional Listings. Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (iii) Non-Published Listings. Nonpublished listing are not printed in directories nor are they available from directory assistance. Nonpublished listings are subject to the provisions set forth in Sections 1.5.2 and 1.6;
- (iv) Non-Listed Numbers. Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance;
- (v) Foreign Listing. A foreign listing is one which is published in a directory not in the Customer's immediate calling area;
- (vi) Extra Line Listings. Provides additional information after a main or additional listings.
- (vii) Cross Reference Listing. This provides a reference to another listing in the same directory.

2 Service Description and Rates (cont'd)

#### 2.7 Directory Assistance

- A The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A monthly allowance of one call to Directory Assistance per account is allowed at no charge. A maximum of two number requests per call will be allowed.
- B The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

#### 2.7.1 Rates

For all calls to directory assistance beyond the monthly allowance specified above, the following charge will apply per call:

\$1.00

For all requests for Directory Assistance Call Completion, the following additional charge will apply:

\$.40

- 2 <u>Service Description and Rates</u> (cont'd)
  - 2.7 <u>Directory Assistance</u> (cont'd)
  - 2.7.2 <u>Directory Assistance Credits</u>
  - A Credit will be given for calls to Directory Assistance as follows:
    - (i) The Customer experiences poor transmission or is cut-off during the call; or
    - (ii) The Customer is given the incorrect telephone number.
  - B To obtain credit, the Customer must contact its Customer Service representative.

#### 2.7 <u>Traditional Operator Services</u>

#### 2.7.1 General

- A The Customer has the option of contacting the incumbent competitive local exchange company operator for general information, such as dialing instructions, country or city code information and Customer Service 800 numbers. The Customer may obtain the assistance of an incumbent competitive local exchange operator to complete competitive local exchange telephone calls in the following manner:
  - (i) Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;
  - (ii) Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;
  - (iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;
  - (iv) Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;
  - (v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

#### 2.8.1 DePICing

Manual Process - \$5.50 Electronic Process - \$1.25

#### 2.9.1 <u>Service Connection Assistance</u>

#### A General

Service Connection Assistance is a telephone assistance program that provides certain eligible residential customers requesting local exchange service with the following benefits:

- Waiver of applicable deposit requirements under 1.8.1, Section 1 of this tariff.
- Full or partial waiver up to \$60.00 of applicable service connection charges for establishing or re-establishing local exchange service as described in Section 2 of this tariff (Service Connection Assistance does not apply to network wiring charges).

#### B Regulations

- 1 Service Connection Assistance is a basic local exchange residential service offering available to customers who are currently participating in one of the following assistance programs:
- a. Home Energy Assistance Program (HEAP);
- b. Supplemental Security Income (SSI) under Title XVI of the Social Security Act;
- c. Food Stamps:
- d. Federal Public Housing or Section 8 Assistance; or
- e. Medical Assistance under Chapter 5111 of the Ohio Revised Code (Medicaid).
- f. The National School Lunch Program
- g. Ohio Works First (formerly AFDC)/Temporary Assistance to Needy Families (TANF)

- 2 The Telephone Company shall require, as proof of eligibility for Service Connection Assistance, a document signed by the customer, certifying under penalty of perjury that the customer is receiving benefits from one of the programs identified in Paragraph 2.B.1.above; identifying the specific program or programs from which the customer receives benefits.
- 3 Customers of Service Connection Assistance cannot be a dependent (as defined by the Federal Income Tax Code) under the age of 60.
- 4 Service Connection Assistance is available for all grades of service.
- 5 Service Connection Assistance is available for a single telephone line at the customer's principal place of residence.
- 6 Service Connection Assistance shall be available to eligible customers not more than once in a one-year period at the same address. Customers must pay or make arrangements to pay to the Telephone Company any outstanding bills for regulated telephone services in the customer's name, and no other member of the household may owe money for such services previously provided at the customer's current address.
- 7 Service Connection Assistance customers are not restricted on the optional services to which they may subscribe.

#### 3 Competitive Local Exchange Service Price List

# 3.1 Standard Business Local Exchange Service

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

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

## 3.1.1 AT&T Ohio Calling Areas

#### Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange lines per month for customers located in the AT&T Ohio Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.1 Standard Business Local Exchange Service (cont'd)
    - 3.1.1 AT&T Ohio Calling Areas
    - A. Message Rate

Message Rate Service consists of a fixed monthly rate for usage packages which includes a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the customer's account for any other month that service is provided.

Individual Line	Monthly Rate	Max Rate
	28.90	57.80

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.1 Standard Business Local Exchange Service (cont'd)
    - 3.1.1 AT&T Ohio Calling Areas (cont'd)
    - A. Message Rate (cont'd)

Local Message Allowances and Charges
The monthly rates for usage packages associated with message rate services include
the number of local messages specified below:

Monthly Call Allowance 73

The current charge per additional local message is \$0.16 The maximum charge per additional local message is \$0.16

Unless otherwise requested by the customer, where two or more message rate services of the same class and grade are furnished to a customer from the same central office at given premises, the local message allowance for the service involved is combined.

## 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)

- 3.1 Standard Business Local Exchange Service (cont'd)
  - 3.1.1 AT&T Ohio Calling Areas
  - B. Measured Rate
  - 1. Measured Rate Services

The local usage charges are based upon four measured elements, i.e., the total number of outgoing local messages, the distance and the duration of each local message and the time of day each local message is originated, subject to the following:

Distance

The charges for local messages vary based on the airline distance (i.e., rate mileage) between the rate centers of the central offices serving the calling and called stations.

- b. Duration
  - (1) A charge applies for the initial minute, or fraction thereof, and for each additional minute, or fraction thereof.
  - (2) A local message is considered as starting at the time telephone communication is established between the calling station and the called telephone number.
  - (3) Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by the automatic timing equipment in the telephone network.
  - (4) Chargeable time does not include time lost because of faults or defects in the service.

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.1 Standard Business Local Exchange Service (cont'd)
    - 3.1.1 AT&T Ohio Calling Areas (cont'd)
    - B. Measured Rate (cont'd)

Monthly Recurring Service Charges

<u>Individual Line</u>	Monthly Rate	Max Rate
	22.75	45.50

# 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)

# 3.1 Standard Business Local Exchange Service (cont'd)

# 3.1.1 AT&T Ohio Calling Areas (cont'd)

# C. Usage Rates

Per Minute Usage Charges - PEAK

Band	First Minute	Add'l Minute
A (10 miles)	0.0353	0.0088
B (22 miles)	0.0397	0.0132
C (999miles)	0.0442	0.0177

Per Minute Usage Charges - OFF-PEAK

Band	First Minute	Add'l Minute
A (10 miles)	0.0177	0.0044
B (22 miles)	0.0199	0.0066
C (999 miles)	0.0221	0.0089

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.1 Standard Business Local Exchange Service (cont'd)
    - 3.1.1 AT&T Ohio Calling Areas (cont'd)
    - C. Local Features

Peature	Business	Max Rate
Caller ID Number	7.00	14.00

## 3 Competitive Local Exchange Service Price List (cont'd)

## 3.1 Standard Business Local Exchange (cont'd)

## 3.1.2 Verizon Calling Areas

Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

## A. Flat Rate Calling Service

Flat Rate Local Calling Service provides the customer with unlimited local calls within their local calling area for one flat monthly rate. A local calling area includes their home location and any EAS (Extended Area Service) will be billed separately per minute.

	Monthly Rate	Max Rate
Individual Line	35.95	71.90

# 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)

## 3.1 Standard Business Local Exchange (cont'd)

#### 3.1.2 Verizon Calling Areas (cont'd)

# B. Usage Sensitive Charges and Allowances

Each call to a telephone number within the customer's exchange area is charged on a usage basis. Extended area usage rates apply to calls made to certain exchanges outside the customer's exchange area. Usage charges apply on customer-dialed station-to-station calls charged to the calling party. Where operator assistance is utilized, the usage charges apply in addition to the charge for operator assistance on local messages<sup>1</sup>. The additional charge for operator assistance would apply if the calling party wants the call billed to another local telephone number.

## Monthly Charges

Individual Line	Monthly Rate	Max Rate
Rate Class 1	15.64	31.28
Rate Class 2	16.16	32.32
Rate Class 3	16.74	33.48
Rate Class 4	17.64	35.28
Rate Class 5	18.65	37.30
Rate Class 6	24.09	48.18

<sup>&</sup>lt;sup>1</sup> Operator Assistance for Local Messages: A special service charge applies for operator assistance on local calls. This service charge is in addition to the other usage rates for Usage Sensitive Service. Charge per call is \$.50.

- 3 Competitive Local Exchange Service Price List (cont'd)
  - 3.1 Standard Business Local Exchange (cont'd)
    - 3.1.2 Verizon Calling Areas (cont'd)
    - B. Usage Sensitive Charges and Allowances (cont'd)

**Usage Charges** 

	PEAK		OFF-PEAK <sup>2</sup>	
	First	Add'1	First	Add'l
	<u>Minute</u>	Minute	Minute	Minute
Home Calling Area	0.0300	0.0100	0.0150	0.0050
Extended Service Area				
Area A (1-10 miles)	0.0700	0.0200	0.0350	0.0100
Area B (11-22 miles)	0.0900	0.0300	0.0450	0.0150
Area C (22+ miles)	0.1200	0.0400	0.0600	0.0200

<sup>&</sup>lt;sup>2</sup> 9:00 PM to 7:59 AM Monday through Friday, and all day Saturday, Sunday and Holidays

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.1 Standard Business Local Exchange (cont'd)
    - 3.1.2 Verizon Calling Areas (cont'd)
    - C. Verizon Local Features

Feature American August	Business // Trans	Max Rate
Caller ID Number	7.00	14.00

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.1 Standard Business Local Exchange (cont'd)
    - 3.1.2 Verizon Calling Areas (cont'd)
    - C. Verizon Local Features (cont'd)

Verizon Local Feature Packages - Business

- 1. Choice PAC
- a. Choice PAC service offers a discount when the customer subscribes to three or more calling services as specified in b. following. If the number of services ordered is less than three or the customer removes a service or services such that the total subscribed to becomes less than three, the discount does not apply and the individual applicable rates apply. The service is available to single line business customers.
- .b The following services are available for the Choice PAC offering:

Caller ID – Number Only

.c The following discount applies when a customer subscribes to three or more qualifying company calling services:

Business Service 30 % Discount

# 3 Competitive Local Exchange Service Price List (cont'd)

## 3.2 <u>Standard Residence Local Exchange Service</u>

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

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

### 3.2.1 AT&T Ohio Calling Areas

## A. Monthly Recurring Charges

The following charges apply to Standard Residential Local Exchange Service lines per month for customers located in the AT&T Ohio Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

# 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)

## 3.2 <u>Standard Residence Local Exchange Service (cont'd)</u>

## 3.2.1 AT&T Ohio Calling Areas (cont'd)

(I) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

Individual Line	Current Rate	Max Rate
		_
	\$39.99	\$7900

## (II) Measured Rate Service

Customers subscribing to Measured Rate Service will pay a recurring service charge and a local usage per call charge. The Measured Rate Service Customer will be charged a per minute rate for all local calls placed from the Customer's line.

Monthly Recurring Service Charges

 Measured Rate	Max Rate
27. <del>4</del> 9	39.99

# 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)

## 3.2 <u>Standard Residence Local Exchange Service (cont'd)</u>

#### 3.2.1 AT&T Ohio Calling Areas (cont'd)

## (II) Measured Rate Service (cont'd)

Per Minute Usage Charges - PEAK

Band	First Minute	Add'l Minute	Max Rate
A (10 miles)	0.0406	0.0104	0.0812
B (22 miles)	0.0406	0.0104	0.0812
C (999miles)	0.0406	0.0104	0.0812

Per Minute Usage Charges - OFF-PEAK

Band	First Minute	Add'l Minute	Max Rate
A (10 miles)	0.0203	0.0052	0.0406
B (22 miles)	0.0203	0.0052	0.0406
C (999 miles)	0.0203	0.0052	0.0406

# (III) Message Rate Service

Message Rate Service consists of a fixed monthly rate for usage packages which includes a monthly local usage allowance in the monthly rate. Each local call is charged on a message unit basis and an additional charge is made for local messages in excess of the allowance. The allowance, if not used during one month, is not credited to the customer's account for any other month that service is provided.

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.2 <u>Standard Residence Local Exchange Service (cont'd)</u>
    - 3.2.1 AT&T Ohio Calling Areas (cont'd)
      - (III) Message Rate Service (cont'd)

Monthly Recurring Service Charges

 Message Rate	Max Rate
 8.91	17.82

Local Message Allowances and Charges

The monthly rates for usage packages associated with message rate services include the number of local messages specified below:

30

Monthly Call Allowance

The current charge per additional local message is \$0.16 The maximum charge per additional local message is \$0.16

Unless otherwise requested by the customer, where two or more message rate services of the same class and grade are furnished to a customer from the same central office at given premises, the local message allowance for the service involved is combined and the total usage allowance.

# 3 Competitive Local Exchange Service Price List (cont'd)

# 3.2 Standard Residence Local Exchange Service (cont'd)

# 3.2.1 AT&T Ohio Calling Areas (cont'd)

#### B. Local Features

Feature	Residential and	Max Rate
Call Waiting	4.55	9.10
Call Forwarding (Variable)		
Standard	5.00	10.00
Speed Calling		
8-Number	4.00	
30-Number	4.00	
Three-Way Calling	5.00	
Caller ID Number	6.00	12.00
Caller ID Name <sup>3</sup>	2.95	5.90
Distinctive Ring, each line	2.95	
Automatic Busy Redial	5.00	
Automatic Callback	5.00	
Call Selector	4.00	
Call Return	5.00	
Call Screening	5.00	
Non-Published Service	2.00	4.00
Additional Listings, each	2.00	
Call Trace	7.00	14.00
Per Use Local Features		
Call Return	1.49	
Busy Redial	0.75	
Three-Way Calling	1.49	

<sup>&</sup>lt;sup>3</sup> Caller ID Number must also be purchased

# 3 Competitive Local Exchange Service Price List (cont'd)

## 3.2 <u>Standard Residence Local Exchange Service (cont'd)</u>

## 3.2.2 Verizon Calling Areas

## A. Monthly Recurring Charges

The following charges apply to Standard Residential Local Exchange Service lines per month for customers located in the Verizon Calling Areas. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis. All business services are measured.

With Flat Rate Service, the customer can make unlimited calls to locations within their base rate area for a fixed monthly charge. The base rate area includes their home exchange and any exchanges that are available for their area. Also, the zone rates in Section will apply to services located outside the base rate Area.

Individual Line	Monthly Rate	Max Rate
	\$39.99	\$79.99

# 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)

## 3.2 Standard Residence Local Exchange Service (cont'd)

# 3.2.2 Verizon Calling Areas

# B. Usage Sensitive Charges and Allowances

Each call to a telephone number within the customer's exchange area is charged on a usage basis. Extended area usage rates apply to calls made to certain exchanges outside the customer's exchange area. Usage charges apply on customer-dialed station-to-station calls charged to the calling party. Where operator assistance is utilized, the usage charges apply in addition to the charge for operator assistance on local messages. The additional charge for operator assistance would apply if the calling party wants the call billed to another local telephone number.

Monthly Charge

Individual Line	Monthly Rate	Max Rate
	\$10.54	\$50.00
	<del>                                     </del>	

# 3 Competitive Local Exchange Service Price List (cont'd)

# 3.2 Standard Residence Local Exchange Service (cont'd)

- 3.2.2 Verizon Calling Areas (cont'd)
- B. Usage Sensitive Charges and Allowances (cont'd)

**Usage Charges** 

	PEAK		OFF-PEAK <sup>4</sup>	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Home Calling Area	0.0300	0.0100	0.0150	0.0050
Extended Service Area			}	
Area A (1-10 miles)	0.0700	0.0200	0.0350	0.0100
Area B (11-22 miles)	0.0900	0.0300	0.0450	0.0150
Area C (22+ miles)	0.1200	0.0400	0.0600	0.0200

## C. Zone Rates

## I. Description

Zone rates are specified monthly charges for urban grades of exchange service which do not vary with the distance from the base rate area, and are available to customers located within a zone rate area. A zone rate area is that portion of an exchange area which is beyond the base rate area and contiguous thereto, or to another zone rate area of the same exchange within which specified urban grades of service are offered at zone rates. Zone rate areas for each zoned exchange area are defined on maps in 2.16 Section 2 of this tariff.

<sup>&</sup>lt;sup>4</sup> 9:00 PM to 7:59 AM Monday through Friday, and all day Saturday, Sunday and Holidays

# 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)

# 3.2 Standard Residence Local Exchange Service (cont'd)

## 3.2.2 Verizon Calling Areas (cont'd)

C. Zone Rates (cont'd)

# II. Regulations

Application of Rates

The zone rates set forth herein are applicable in all exchanges where zone rate areas have been established.

The zone rates listed in this section are in addition to the rates specified in Section 2 or in Section 2.1 of this tariff for the class and grade of urban exchange service offered and rendered, and apply to each main station.

# **Grades of Service**

Zone rate area exchange service is limited to business and residence classes of individual line service and residence two-party and four-party line grade of service.

### III. Rates

		Zone		Zone		Zone
	Zone	Rate Area	Zone	Rate	Zone	Rate Area
	Rate	A - Max	Rate	Area B -	Rate	C – Max
Grade of Service	Area A	Rate	Area B	Max Rate	Area C	Rate
Individual Line	\$1.08	\$3.24	\$2.15	\$6.45	\$3.25	\$9.75
Two-Party Line	.93	\$2.79	\$1.80	\$5.40	\$2.70	\$8.10
Four-Party Line	.45	1.35	.90	2.70	1.33	\$3.99

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.2 <u>Standard Residence Local Exchange Service (cont'd)</u>
    - 3.2.2 Verizon Calling Areas (cont'd)
    - D. Calling Plans
      - I. Residential Local Package Extra<sup>5</sup>

# A. Description

This service is only available to customers in the Verizon service areas. Residential Local Package Extra provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus a choice of any or all the following calling features:

*69	Distinctive Ring
Anonymous Call Block	Do Not Disturb
Busy Redial	Priority Call
Call Block	Select Call Forwarding
Call Forwarding	Speed Dialing 8
Call Waiting/ Cancel Call Waiting	Speed Dialing 30
Caller ID	Three-Way Calling

<sup>&</sup>lt;sup>5</sup> Services are offered where facilities permit.

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.2 Standard Residence Local Exchange Service (cont'd)
    - 3.2.2 Verizon Calling Areas (cont'd)
    - D. Calling Plans (cont'd)
      - I. Residential Local Package Extra (cont'd)

Residential Local Package Extra is only available on flat-rated single-line residential service. Residential Local Package Extra is not available with the following:

- any other package or bundled offering on the same line
- Lifeline Assistance
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

## B. Rates

Monthly Recurring Charges

Wohling Recounting Changes			
	<u>Rate</u>		
Tu dividual Time	\$ 44.05		
Individual Line, each	\$ 44.95		

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.2 <u>Standard Residence Local Exchange Service (cont'd)</u>
    - 3.2.2 Verizon Calling Areas (cont'd)
    - D. Calling Plans
      - II. Residential Local Package<sup>6</sup>
        - A. Description

This service is only available to customers in the Verizon service areas. Residential Local Package provides the customer with unlimited direct-dialed local calling with Extended Area Service, unlimited local directory assistance, plus a choice of up to three of the following calling features:

*69	Distinctive Ring
Anonymous Call Block	Do Not Disturb
Busy Redial	Priority Call
Call Block	Select Call Forwarding
Call Forwarding	Speed Dialing 8
Call Waiting/ Cancel Call Waiting	Speed Dialing 30
Caller ID	Three-Way Calling

<sup>&</sup>lt;sup>6</sup> Services are offered where facilities permit.

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.2 Standard Residence Local Exchange Service (cont'd)
    - 3.2.2 Verizon Calling Areas (cont'd)
    - D. Calling Plans (cont'd)
      - II. Residential Local Package (cont'd)

Residential Local Package is only available on flat-rated single-line residential service. Residential Local Package is not available with the following:

- any other package or bundled offering on the same line
- Local Calling Plans
- any measured or message rate services
- employee concession service
- ISDN Service

## B. Rates

Monthly Recurring Charges

THORITY ROOMINING CHARGO	3
	Rate
Individual Line, each	\$27.95

- 3 Competitive Local Exchange Service Price List (cont'd)
  - 3.2 Standard Residence Local Exchange Service (cont'd)
    - 3.2.2 Verizon Calling Areas (cont'd)
    - D. Calling Plans (cont'd)
      - III. Residential Regional Package<sup>7</sup>
        - A. Description

Residential Regional Package provides a combination of services available as a package to residential customers. A multiline customer can select a local package on one or more of their lines. Residential Regional Package is only available on flat-rated single-line residential service.

The following services are included in the package offering:

- I. Flat-rated Network Access Line
- II. Unlimited Direct-Dialed Intrastate IntraLATA Message Toll Telephone Service
- III. Service Ordering and Line Connection Charges associated with the initial order or for any subsequent changes to the service.

<sup>&</sup>lt;sup>7</sup> Services are offered where facilities permit.

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.2 Standard Residence Local Exchange Service (cont'd)
    - 3.2.2 Verizon Calling Areas (cont'd)
    - D. Calling Plans (cont'd)
      - III. Residential Regional Package (cont'd)
        - IV. Choice of any or all calling services listed below:

Call Waiting/Cancel Call Waiting Caller ID Speed Dialing 8 Speed Dialing 30 Three-Way Calling

V. Zone Rates

Residential Regional Package is not available with the following:

- any other package or bundled offering on the same line
- any measured or message rate services
- employee concession service
- ISDN Service
- Foreign Exchange Service

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.2 <u>Standard Residence Local Exchange Service (cont'd)</u>
    - 3.2.2 Verizon Calling Areas (cont'd)
    - D. Calling Plans (cont'd)
      - III. Residential Regional Package (cont'd)
      - B. Rates

Monthly Recurring Charges

Monuny Recurring Charges		
	Rate	
Individual Line, each	\$49.95 <sup>8</sup>	

<sup>&</sup>lt;sup>8</sup> The Residential Regional Packages price includes Voice Mail which is a deregulated product.

# 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)

# 3.2 <u>Standard Residence Local Exchange Service (cont'd)</u>

# 3.2.2 Verizon Calling Areas (cont'd)

# E. Verizon Local Features

Feature 1	Residential	Max Rate
Call Waiting	2.50	\$5.00
Cancel Call Waiting	0.50	\$1.00
Call Forwarding (Variable)		
Standard	0.75	
Busy/No Answer	3.00	
Select Call Forwarding	5.00	
Speed Calling		
8-Number	0.75	
30-Number	1.25	
Three-Way Calling	2.75	
Caller ID Number	7.00	\$14.00
Caller ID Name <sup>9</sup>		
Distinctive Ring, each line	6.00	

<sup>9</sup> Caller ID Number must also be purchased

### Competitive Local Exchange Service Price List (cont'd) 3

### 3.2 Standard Residence Local Exchange Service (cont'd)

#### 3.2.2 Verizon Calling Areas (cont'd)

### E. Verizon Local Features (cont'd)

Peaure.	Residential	- Max Rate
Do Not Disturb	3.00	
Fixed Call Forwarding		
Busy	1.00	
No Answer	1.00	
Busy No Answer	1.25	
Automatic Busy Redial	5.00	
Call Block	2.00	
Anonymous Call Block <sup>10</sup>	1.00	
Priority Call	3.00	
*69	5.00	\$10.00
Non-Published Service	2.00	\$4.00
Additional Listings, each	1.75	
Per Use Local Features <sup>11</sup>		
Call Return	0.75	
Busy Redial	0.75	
Three-Way Calling	0.75	

<sup>&</sup>lt;sup>10</sup> Anonymous Call Block (ACB) is included at no charge with your Caller ID service. If you do not subscribe to Caller ID, ACB may be ordered separately for a monthly fee.

11 The maximum monthly charge is \$7.50 per line per local feature type.

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.2 Standard Residence Local Exchange Service (cont'd)
    - 3.2.2 Verizon Calling Areas (cont'd)
    - F. Verizon Local Feature Packages Residential
      - I. Feature Package Option B

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling, \*69 & Call Block

Residence Service ...... \$ 9.00

II. Feature Package Option A

Call Waiting, Cancel Call Waiting, Call Forwarding, Three-Way Calling, Speed Dailing-8, Distinctive Ring, Caller ID, Anonymous Call Block, Call Waiting ID<sup>12</sup>, Busy Redial, \*69, Call Block, Do Not Disturb, Select Call Forwarding, & Priority Call

Where available.

- 3 <u>Competitive Local Exchange Service Price List</u> (cont'd)
  - 3.3 <u>Insufficient Fund Charge</u>

\$25.00

- 3.4 Directory Assistance
  - A For all calls to local directory assistance beyond the monthly allowance of one call per month, the following charge will apply per call:

AT&T OHIO Service Areas

\$1.10 per call

Verizon Service Areas

\$1.10 per call

B For all requests for local Directory Assistance Call Completion, the following additional charge will apply:

\$.35 per request