# The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for

# **DETARIFFING AND RELATED ACTIONS**

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011 through 05/20/2011)

In the Matter of the Application of TCG Ohio		F Docket No. 90- <u>9010-TP</u>		
to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD	) NOT	Case No. 11 - 2964 - TP - ATA  NOTE: Unless you have reserved a Case No. leave the "Case No. fields BLANK.		
Name of Registrant(s) <u>AT&amp;T Communications of Ohio, Inc.</u>				
DBA(s) of Registrant(s) N/A				
Address of Registrant(s) 225 W. Randolph St., 27C500, Chica	ago, IL 60606			
Company Web Address www.att.com				
Regulatory Contact Person(s) Candice L. Glover		Phone <u>312-727-0127</u>	Fax <u>281-664-9892</u>	
Regulatory Contact Person's Email Address <a href="mailto:clglover@att.com">clglover@att.com</a>	<u>n</u>			
Contact Person for Annual Report Candice L. Glover			Phone <u>312-727-0127</u>	
Address (if different from above)				
Consumer Contact Information <u>Customer CARE</u>			Phone 800-222-0300	
Address (if different from above) 777 NW Blue Pkwy, Lees S	Summit, MO 64	-086		

# 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	☐ ILEC	X CLEC	☐ CTS
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services		Х	
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)			

# 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	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	One-time customer notice of detariffing and related changes consistent with rule
		4901:1-06-07
X	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to
		Customers.

# **AFFIDAVIT**

# Compliance with Commission Rules

I am an officer/agent of the applicant corporation,  $\underbrace{Candice\ L.\ Glover}_{(Name)}$ 

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

I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, 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) May 18, 2011

at (Location) Chicago, IL

\*(Signature and Title) /s/Candice L. Glover, Manager

(Date) May 18, 2011

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, Candice L. Glover

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) /s/Candice L. Glover, Manager

(Date) May 18, 2011

\*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

TCG OHIO

TARIFF P.U.C.O. No. 2

LOCAL TELEPHONE EXCHANGE SERVICES

ORIGINAL SHEET 1

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

TITLE PAGE

#### TCG OHIO

Schedule of Rates, Charges, and Regulations Governing Regulated

# LOCAL TELEPHONE EXCHANGE SERVICES

Applying to the Intrastate Regulated Services in the Following Counties:

Athens, Belmont, Brown, Butler, Carroll, Clark, Clermont, Clinton, Coshocton, Cuyahoga, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Jefferson, Lake, Lawrence, Licking, Lorain, Madison, Medina, Meigs, Monroe, Montgomery, Morgan, Muskingum, Noble, Perry, Pickaway, Preble, Ross, Scioto, Summit, Tuscarawas, Union, Warren, and Washington Service Areas Within the State of Ohio.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 1. APPLICATION OF TARIFF

1.1 This tariff sets forth general terms and conditions applicable to all intrastate regulated telecommunications services offered by TCG Ohio ("TCG") within the local exchange service area as defined herein. Service offerings, rates, and conditions applicable to specific service offerings are set forth in other tariffs of TCG and are in addition to the general regulations contained herein.

Local Exchange Services are furnished for the use of end-users in placing and receiving local telephone messages within a local calling area. Entities desiring access to the Company network for the purpose of originating or terminating other forms of communication may obtain such access pursuant to the Company's Access and Interconnection Tariff.

- 1.2 When services and facilities are provided in part by TCG and in part by other companies, the regulations of TCG apply only to that portion of the service or facilities furnished by it.
- 1.3 When services and facilities provided by TCG are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of TCG apply only to the use of TCG's services and facilities.
- 1.4 TCG may offer various unregulated services in conjunction with or ancillary to its regulated services from time to time. TCG may, at its option, file tariffs with the Public commission of Ohio ("Commission") describing the rates, terms, and conditions of unregulated services. Any unregulated services not described in such tariffs will be governed by contract between TCG and the Customer.
- 1.5 Services, features and functions will be provided where facilities are available. Such facilities include, but are not limited to, billing capability, technical capability and the ability of the Company to purchase underlying services, features and functions and/or unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs). In the event that changes occur, including regulatory changes, that affect either the availability of facilities to the Company or the terms and conditions upon which they are obtained, the Company reserves the right to modify its terms and conditions, upon 30 days notice. The foregoing is in addition to all other existing rights retained by the Company to modify or terminate any contract or tariffed service at any time. In the event that the Company makes a material modification of its terms and conditions, customers shall have an opportunity to cancel contracts or tariffed services without penalty.

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 1 ORIGINAL SHEET 2

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 1. APPLICATION OF TARIFF

- The Company reserves the right to increase charges for the services provided to the customer, regardless of any term commitment, as a result of (a) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction, (b) other governmental charges or fees, (c) charges or payment obligations imposed on international calls to mobile numbers, or (d) reductions in amounts other carriers are required to pay the Company or increases in the amount the Company is required to pay to other carriers. In this event, customers shall have an opportunity to cancel contracts or tariffed services without penalty. Customers with tariffed based contracts will be held to the terms and conditions of their contract until such contract is expired.
- 1.7 The intrastate services described in this tariff are subject to the jurisdiction of the Public Utilities Commission of Ohio (PUCO). The Company offers services that are not subject to the jurisdiction of the PUCO; these include, but are not limited to, wireless, DSL and Internet access.
- 1.8 This tariff applies only for the use of the Company's services for communications within local and IntraLATA calling areas. This includes the use of TCG Ohio's network to complete an end-to-end local communication; and to obtain access to the intrastate services offered by other service providers.
- 1.9 The provision of local exchange telecommunications service is subject to existing regulations specified in the tariffs and or Service Guide of TCG Ohio, and may be revised, added to, or supplemented by superseding issues.
- 1.10 All offered service contained herein is subject to available facilities and authorization from the local municipalities in the jurisdiction where the service is offered.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.2 <u>Undertaking of the Company</u>

#### A. General

- 1. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- 2. Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 3. The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

#### B. Shortage of Equipment or Facilities

- The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2. The furnishing of service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

#### 2.2 Undertaking of the Company (Cont'd.)

# C. Terms and Conditions

- 1. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in the tariffs of the Company, a month is considered to have 30 days.
- 2. 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 the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 3. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company 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.
- 4. In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 5. The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.2 <u>Undertaking of the Company (Cont'd.)</u>

# D. Liability of the Company (Cont'd.)

- 5. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the fight to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 6. The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 7. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 8. The Company shall not liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 9. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but are not limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.2 <u>Undertaking of the Company (Cont'd.)</u>

# D. Liability of the Company (Cont'd.)

- 10. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 11. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability or fitness for a particular use, except those expressly set forth in its tariffs.
- 12. The Company shall not be liable for and damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with TCG Ohio Service.
- 13. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

#### E. Notification of Service-Affecting Activities

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

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.2 <u>Undertaking of the Company (Cont'd.)</u>

#### G. Non-routine Installation

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

# H. Ownership of Facilities

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

# I. Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

# J. Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

## K. Governmental Authorization

The provision of TCG Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.5 <u>Payment Arrangements (Cont'd.)</u>

#### C. Advance Payments

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

A customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

## D. <u>Deposits</u>

- 1. To safeguard its interests, the Company may require a Business Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
  - a. two month's charges for a service or facility which has a minimum payment period of one month; or
  - b. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional mount in the event that a termination charge is applicable.
- A deposit may be required in addition to an advance payment.
- 3. When service is terminated, the amount of the deposit will be applied to any indebtedness to the Company for service charges. A deposit may be refunded or credited to the customer's account at any time prior to termination of the service in accordance with OAC 4901:1-17-06.
- 4. In case of a cash deposit, simple interest will be paid in accordance with Ohio Administrative Code 4901:1-17-05.

Interruption Deriod

SECTION 2 ORIGINAL SHEET 19

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

#### 2.5 <u>Allowances For Interruptions in Service</u>

- A. Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- B. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- D. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

# 1. Interruptions of 24 Hours or Less

	incerrupcion Period
Length of Interruption	To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

2. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

3. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one month period.

Filed in accordance with PUCO Case No.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

#### 2.14 Telephone Customer Rights and Responsibilities

#### 2.14.1 General

You, as a telephone customer, have many rights and responsibilities. Explanations of some of them are as follows:

#### 2.14.2 Resolving Problems and Disputes

# A. Informal Complaints

If you have a problem with your telephone bill or service, contact the phone company first. You may call or send a letter to the company. The telephone number to your phone company is printed on your bill. The telephone number is also located elsewhere in this directory.

If your concern is not resolved after contacting a customer representative from the phone company, you may ask to speak with a supervisor. If your problem is still not resolved, contact the Public Utilities Commission of Ohio's (PUCO) consumer call center for help. The call center staff will review rules with you, advise you of your rights, and if needed, will work with you and the company to try to solve your problem.

You may contact the PUCO 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>.

Mail address - Service Monitoring and Enforcement Dept. Public Utilities Commission of Ohio 180 E. Broad Street Columbus, Ohio 43215-3793

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 <a href="https://www.pickocc.org">www.pickocc.org</a>.

# B. Formal Complaints

If you are not able to reach an agreement with the company through the PUCO's informal complaint process, you have the right to file a formal complaint. You may obtain a formal complaint form from the call center representative, by writing to the PUCO or by accessing the PUCO's web page.

If you are a residential customer, you may represent yourself in the formal complaint proceeding or hire an attorney to represent you. The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. OCC can be contacted toll free at 1-877-742-5622 from 8:00 a.m. to 5:00 p.m. weekdays, or visit www.pickocc.org.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

## 2.14 Telephone Customer Rights and Responsibilities (Cont'd)

#### 2.14.2 <u>Resolving Problems and Disputes</u> (Cont'd)

#### B. Formal Complaints (Cont'd)

In most instances, business customers must be represented by an attorney. After you file a formal complaint form, the PUCO determines if reasonable grounds exist for proceeding with your complaint and will notify you as to its determination. If reasonable grounds are found to exist, you will be notified by mail of a date and time for a hearing, to take place at the PUCO offices in Columbus. The PUCO may set a prehearing conference with both the company and you (and your attorney if you have one) for one last attempt to resolve the matter before the scheduled hearing begins. However, if the case remains unresolved, once the hearing begins you will have the responsibility to prove the merits of the complaint. After the hearing is over, the PUCO will then review all the evidence presented at the hearing and make a decision on the case.

# C. Ordering or Changing Service

When you order new local service or change your existing local service, your phone company will explain the choices available to you.

If you are a low income consumer, or are currently receiving assistance (such as HEAP, food stamps, etc.) from government agencies, you may be eligible for a discount on your basic local service, a waiver of service establishment fees and deposit, and/or a special payment plan. If you are interested in this assistance, be sure to tell your phone company.

After you've placed your order for new service or for a change to your existing service, you should receive, within ten business days, a welcome letter in the mail (or by e-mail if you signed up over the Internet). The welcome letter will include an explanation of the service(s) ordered, including the price, terms and conditions. It is important that you review this letter to confirm your order. If you believe that the letter does not accurately reflect the service you ordered, you should contact the company immediately. You have 30 days from the postmark of the letter to change your initial order for regulated services at no additional charge.

Your local phone company may charge you a one-time installation or "service establishment" charge when your first establish service and each time you transfer service to a new address. Residential customers establishing basic local exchange service have the option to spread the payment of these charges over three billing periods.

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#### 2. GENERAL REGULATIONS

#### 2.14 <u>Telephone Customer Rights and Responsibilities</u> (Cont'd)

# 2.14.2 Resolving Problems and Disputes (Cont'd)

#### B. Formal Complaints (Cont'd)

Your local phone company normally must install new local service within five business days of receiving your order, unless you agree to a later date. If you are a residential or small business customer and the company does not provide service within this time frame, you may receive a full or partial waiver of the installation charges.

Your local phone company must also give you a four-hour appointment window for a technician to install service if you need to be present at the premises. If the company misses your scheduled installation appointment, without giving you 24 hours notice, you may be eligible for a waiver of a least one-half of the installation charges for the affected regulated local services.

When you order service and once each year, your local phone company will provide you with a free directory(ies), unless the company chooses to provide free directory assistance. You have a right to receive, upon request, a directory or directories listing all of the extended area service numbers within your local calling areas.

# C. Repairing Your Service

Your local phone company is responsible for repairs and maintenance to the telephone network and outside wires leading up to your home or business. You or the property owner are responsible for the wiring inside your home or business, jacks, and equipment like telephone sets, answering machines, modems, fax machines, etc.

The point where the telephone company's network ends and the inside wiring begins is called the network interface device (NID). Many homes and businesses have located on their premises a NID, which can be used to check whether the problem with your service is your responsibility or the responsibility of the phone company.

If your phone service is not working, contact your company's repair office immediately. If you're not sure whether the problem is your responsibility or the company's responsibility, check in the directory or with your phone company for an explanation as to how to check your NID to see who's responsible and to find out what your repair options and charges are for repairs, if it is your responsibility. If you don't have a NID, the local phone company will diagnose the problem and install a device at no charge. If you rent, check with your landlord prior to scheduling any repairs.

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#### 2. GENERAL REGULATIONS

## 2.14 Telephone Customer Rights and Responsibilities (Cont'd)

#### 2.14.2 <u>Resolving Problems and Disputes</u> (Cont'd)

# C. Repairing Your Service (Cont'd)

Be aware that if the phone company makes a service trip to your premises and the problem is in the wiring inside your home or business, the repair is your responsibility and you may be required to pay a service charge to the company. You will not be charged if the repair is the company's responsibility.

Your local phone company must also give you a four-hour appointment window for a technician to repair service if you need to be present at the premises. If the company misses your scheduled repair appointment, you may be eligible for a waiver of one-half of one month's charges for the affected regulated local services rendered inoperative.

If the phone company takes more than seventy-two hours to restore your phone service, you may receive a credit on your next bill for one month's charges for the regulated local services rendered inoperative.

#### D. Paying for your Service

The phone company will send you a bill every month and allow you at least 14 days to pay it. If you do not pay your bill on time, the company may disconnect your service. Before disconnecting your service, the phone company must send you a disconnect notice at least seven days before the shut-off date.

If you cannot pay your entire bill, contact the phone company. You may be able to keep part of your service if you pay enough to cover the charges for basic phone service, or you may be able to work out a payment plan with the company to keep your service. Be aware that payment to an unauthorized payment agent does not guarantee same day posting to your payment.

Your service cannot be disconnected after 12:30 p.m., if the possibility of service reconnection on the next day is not a possibility. Should your service be disconnected, contact the company to find out what you need to do to have it restored. You may have to pay a fee and/or a deposit to have your service reconnected.

Toll blocking, along with other blocking services, are available to help manage your bill. To learn more about blocking options such as blocks to 900 services, collect calls, third party calls, or payper-use features, contact your phone company. Some or all of these options are free of charge.

If you have a billing dispute, and you have made an informal or formal complaint to the PUCO, the company will not disconnect your service if you pay the undisputed portion of the bill. While the complaint is being investigated, you must pay all current undisputed amounts and continue discussion with the company to settle the complaint.

Filed in accordance with PUCO Case No.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

#### 2.14 Telephone Customer Rights and Responsibilities (Cont'd)

#### 2.14.3 Privacy Options

Two options are available to prevent your phone number from displaying on a Caller ID device. Per call blocking is provided with your service at no additional charge. To use this, dial \*67 from touchtone phones (rotary dial 1167) before each call you want blocked. Per line blocking, available for an additional charge, will block all your calls. Using this service, you may unblock individual calls by dialing \*82 (rotary dial 1182). If you wish to have per line blocking, you should contact your local phone company and request it. Due to technical limitations, either service (percall blocking or per-line blocking) may not be able to block the appearance of your phone number on caller ID devices when you dial an "800" number. The monthly rate for per line blocking will not exceed the monthly rate for a non-published number service. Further, there will be no additional monthly charge for per-line blocking to customers who subscribe to a nonpublished number service.

# 2.14.4 Slamming

You have the right to choose your local and long distance providers. No one can switch your providers without your permission. This is called slamming, and it is illegal. If you are slammed, you must contact your chosen company to re-establish service with that company. You must also contact the company which slammed you to cancel service with them and to arrange for any credits or refunds. If you are not satisfied after these calls, contact the PUCO call center.

# 2.14.5 Cramming

If your bill has charges on it for services you did not order, that is called cramming. Cramming is illegal. If these charges appear on your bill, call your local phone company and let them know you have been crammed. If the charges are from another company, they may also require you to call the cramming company to have them take you off their customer list. Otherwise, the charges may reappear on your next bill. If you are not satisfied after these calls, contact the PUCO call center.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

# 6.1 <u>Custom Calling Service</u>

#### A. General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

# B. <u>Description of Features</u>

#### 1. Caller ID

Caller ID, or Individual Calling Line Identification, delivers calling party information to analog called parties on voice and data calls. Calling party information may indicate the Directory Number of the calling party or may indicate that the number of the calling party is private or unavailable.

#### 2. Caller ID With Name

This feature permits the display of a listed name associated with a telephone number from which the call is being made. The name and number will be delivered to a Customer-provided display device.

#### C. Rates and Charges

- Monthly Rates Rates for this service are located in the Price List.
- 2. Connection Charges Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.
- 3. Trial Period The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See Section 6.8, Service and Promotional Trials.

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#### 6. SUPPLEMENTAL SERVICES

# 6.2 <u>Directory Assistance Service</u>

This Section applies to Directory Assistance Service furnished in Ohio by the Company within the Number Plan Area (NPA) served by the customer. It does not apply to directory assistance calls for points outside the NPA in which the caller is located.

#### A. <u>Description</u>

Customers and Users of the Company's End User Network Access Services may obtain directory assistance in determining and obtaining telephone numbers within the NPA in which they subscribe to such service by calling the Directory Assistance operator.

# B. Rates

Directory Assistance charges apply for all requests for which the Company's facilities are used. Each number requested is charged as shown in the Price List. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, plus the charge for Directory Assistance.

#### C. No charge applies for:

- Calls for Directory Assistance originating from coin telephones.
- 2. Calls for Directory Assistance from Users who have requested exemption for the Directory Assistance Charge because they are unable to use telephone directories due to physical or mental limitations. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The Customer shall notify the Company when the need for an exemption no longer exists.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

#### 6.2 Directory Assistance Service (Cont'd.)

- D. A credit will be given for calls to Directory Assistance when:
  - 1. The Customer experiences poor transmission or is cut-off during the call, the Customer is given an incorrect telephone number, or the Customer inadvertently misdials.
  - 2. To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

#### 6.3 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service and will be equal to or less than those rates charged by the dominant telephone service provider. In addition to usage charges, an operator assistance charge applies to each call.

Refer to the Price List.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

# 6.4 <u>Busy Verification and Interrupt Service</u>

#### A. General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

# B. Rate Application

A Verification Charge will apply when:

- The operator verifies that the line is busy with a call in progress, or
- 2. The operator verifies that the line is available for incoming calls.
- C. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
- D. No charge will apply when the calling party advises that the call is from an official public emergency agency.

#### E. Rates

Refer to the Price List

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 6 ORIGINAL SHEET 5

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

# 6.5 <u>Customer Requested Service Suspensions</u>

- A. At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request, the Company will provide the customer with an intercept recording referring callers to another number.
- B. The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

## Period of Suspension Charge

- -First Month or Partial Month Regular Monthly Rate (no reduction)
- -Each Add'l. Month (one year limit) 1/2 Regular Monthly Rate

SECTION 6

ORIGINAL SHEET 6

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

# 6.6 <u>Connection Charges</u>

# A. Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2 of this Tariff.

Refer to the Price List.

#### B. Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

#### 1. Move

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

#### 2. Add

The addition of a vertical service to existing equipment and/or service at one location.

# 3. Change

Change, including rearrangement or reclassification of existing service at the same location.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

#### 6.6 Connection Charges (Cont'd.)

#### C. Customer Not Ready Charge

Where the Company notifies the Customer in advance of possible expenses associated with special arrangements of facilities or equipment, and such expenses are incurred by the Company before its receipt of a cancellation or date change notice from the Customer, or where the Company notifies the Customer in advance of possible special expenses and then incurs an expense for special construction, the Customer may be charged a rescheduling charge equal to the non-recurring charges per arrangement, per reschedule, plus any additional unavoidable expenses the Company incurs as a result of the delay.

# 6.7 <u>Charges Associated with Premises Visit</u>

#### A. Terms and Conditions

The customer may ask for an estimate or a firm bid before requesting a Company technician to visit the customers' premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are identified in Section 2.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

## 6.8 <u>Service and Promotional Trials</u>

#### A. General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

#### B. Regulations

- 1. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- 2. During a Service Trial, the service is provided to all eligible customers who ask to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- 3. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- 4. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- The Company retains the right to limit the size and scope of a Promotional Trial.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

# 6.9 <u>Directory Listings</u>

#### A. General

Customers shall provide the Company with information for all Directory Listings.

The Company will include the Customer's Main Listings in the white and yellow page directories, and offer Additional Listings to the Customer at an additional charge(s). The Customer must identify its Non-Published and Non-Listed business telephone numbers for directory purposes.

The Company is not liable for damages arising from errors or omissions in the making up or printing of directories, in the submission or specification of listing information for purposes of Directory Assistance or other industry databases, or in accepting Listings as presented by the Customer.

If a Customer that subscribes to TCG Local Exchange Services under this tariff for the purpose of resale to other Parties, wishes to obtain Directory Listings for its end users, the Customer must provide the Company with all information necessary for such listings in the form required by the Company. The Company will not accept such information directly from the Customer's end users, and will not gather such information for the Customer. The Company shall not be liable to the Customer's end users for any damages arising from errors or omissions in connection with such Directory Listings.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

# 6.9 <u>Directory Listings (Cont'd.)</u>

# A. General (Cont'd.)

#### 1. Main Listings

The Customer will receive one free Main Listing, per location, in the alphabetical section of the directory that serves the Customer's location. Business Customers will receive a single white page and a single yellow page listing.

# 2. Additional Listings

The term Additional Listing denotes any white page listing, regardless of form, in addition to the Main Listing. A monthly rate applies for each Additional Listing. Additional Listings may be any of the following:

- a. If the Customer is a partnership or a firm, names of partners or members of the firm;
- b. If the Customer is a corporation, names of officers of the Corporation;
- c. For any business establishment, names of associates or employees of the establishment.

Additional Listings also may be the bona fide names of firms or corporations, that the Customer owns or controls or is duly authorized to represent, or names under which business is regularly conducted.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

# 6.9 <u>Directory Listings (Cont'd.)</u>

#### B. Non-Published Listings

The following descriptions are applicable to all AT&T Local Exchange Services Customers.

#### 1. General

Non-Published telephone numbers are not listed in directories or Directory Assistance records available to the general public.

#### 2. Regulations

The Company will enable incoming calls only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

In addition to, and not in limitation of, the provisions in this section, the Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the Customer for damages associated with publishing the telephone number of a Non-Published Listing in the directory or disclosing said Listing to any person, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Published Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the Non-Published Listing or the disclosing of said Listing to any person.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

#### 6.9 Directory Listings (Cont'd.)

#### C. Non-Listed Listings

#### 1. General

Non-Listed telephone numbers are not listed in the directories but are included in Directory Assistance records available to the general public.

#### 2. Regulations

The acceptance by the Company of the Customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the Customer.

In addition to, and not in limitation of, the provisions in this section, the Company's liability, if any, for its gross negligence or willful misconduct or the right of the Customer to seek any legal remedy available for the same is not limited by this tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to the Customer for damages associated with publishing the telephone number of Non-Listed Listing in the directory, the Company's liability, if any, shall not exceed the monthly charges which the Customer may have incurred for that Non-Listed Listing for the affected period.

Except as provided above, the Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of the Non-Listed Listing.

# 3. Installation/Change Charge

An Installation/Change Charge is a non-recurring charge applicable to customer-requested changes of a Non-Published or Non-Listed Listing. This charge also applies to the installation of an Non-Published or Non-Listed listing after the initial installation of the Customer's local service. Changes to published listing may be subject to an Installation/Change Charge.

Refer to the Price List.

TCG OHIO

TARIFF P.U.C.O. No. 2

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 6 ORIGINAL SHEET 13

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

# 6. SUPPLEMENTAL SERVICES

# 6.10 Primary Interexchange Carrier "PIC" Change Charge

A PIC Change Charge is a non-recurring charge. It applies to existing Local Service customers who request a change in their PIC designation for pre-subscription of IntraLATA service. The charge is applied on a per-line or per trunk basis. When both the IntraLATA and InterLATA designation is changed at the same time, only one PIC change charge applies. If the IntraLATA PIC is changed simultaneously with the InterLATA PIC, a 50% discount of the IntraLATA PIC will apply.

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#### 7. END USER NETWORK ACCESS SERVICES - VOICE

#### 7.1 Introduction

The Company undertakes to provide end users with voice-grade network access services as described in this tariff. End User Network Access Service provides a Customer with the ability to connect its terminal equipment, inside wiring, or transmission facilities to the Company's switched network for the origination and reception of telephonic communications, and includes optional features designed to facilitate the use or expand the functionality of communications services. Services may be provided by the use of the Company's own facilities, by resale of services provided by other telephone companies, or by a combination of these methods.

Each End User Network Access Service is provided in the form of a Port (with an integral Terminal Interface) which corresponds to one or more analog, voice grade communications channels. Voice-grade access services are designed to transmit any electrical signal within the nominal frequency range of 300 to 3000 Hz. Customers may transmit any form of signals, including data transmissions, that are compatible with the transmission parameters of the service, but the Company does not warrant that the services will be suitable for any purpose other than voice communication.

The following End User Network Access Services are offered:

# 7.2 <u>Access to Public Switched Network Services</u>

- A. End User Network Access Services provide a Customer with one voice-grade Port connection to the Company's switched network, each of which enables the Customer to:
  - Receive calls from other stations on the public switched telephone network;
  - Access the Company's Local Calling Services as specified in this section of this tariff, Directory Assistance Services as specified in the Section 6, and unregulated services offered by the Company;
  - 3. Access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling;

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

7. END USER NETWORK ACCESS SERVICES - VOICE

# 7.3 <u>Directory Listings</u>

#### 7.3.1 General

- A. Directory Listing regulations and charges specified herein apply to listings in the regular alphabetical list of names of customers.
- B. A listing in the alphabetical section of an appropriate directory is provided without extra charge to each customer (or each main station of a service station company) subscribing to local telephone exchange service.
- C. Listings are intended primarily for the purpose of identification and are limited to information which is essential to such identification. Directories are furnished only as an aid to the use of the telephone service facilities and the Company reserves the right to refuse to insert any listing in its directories which does not facilitate directory service.
- D. The length of any listing is limited to one line by the use of abbreviations when the clearness of the listing and the identification of the customer are not impaired thereby. When more than one line is required to properly list the customer, no additional charge is made.
- E. The Company does not list in the alphabetical section of the telephone directory any name unless it is registered, if and as required by law, and, in any event, unless the customer is actually engaged in a business or in a profession under that name or is generally known by that name. It likewise does not so list any name which is likely to mislead or deceive the public as to the identity of the customer, or which is inserted for advertising purposes, or which is more elaborate than is reasonably necessary to identity of the customer. The company will withdraw any listing which found to violate the above rule.

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#### 7. END USER NETWORK ACCESS SERVICES - VOICE

#### 7.3 <u>Directory Listings Cont'd.)</u>

#### 7.3.2 Business Service Listings

- A. Subject to the regulations in 7.3.1, preceding, concerning the use of assumed names, a listing must be the actual name of the individual, partnership, association, corporation, or other organization to whom service is furnished, or the name of a member, officer, employee or representative thereof, or the name of another business which the customer represents, controls or owns.
- B. The listing of a service or commodity or of a trade name of either, such as "Coal, 676 Ohio, 635-3560" is not permitted in the alphabetical section of a directory, but such service or commodity may be a part of the name listed if the latter is validly adopted and actually used by the customer.
- C. When a customer is engaged more that one line of business, only the business by which he is best known will ordinarily be included in the business designation.
- D. Double name listings or the use of titles such as "Pres.", "V-Pres.", "Mgr". etc., as for example, "Garfield Table Supply Co. Walburn Jones, Manager 453-4441" are not permitted.
- E. Listings of telephone in churches will not include in the same listing the name of the church and also that of its pastor or of organizations or societies associated therewith.
- F. A caption listing with indented listings each with its own telephone service different from the main service (or where there is no main service listing) may be provided for names of department, titles, individuals, etc. only if necessary for the efficient use of the service. In such cases, additional charges may apply for the caption listing. Unregulated extra listing service charges apply for the indented listings which are provided for service subscribed for by the same customer at the same address. Indented listings which do not materially add to the information contained in the caption or which merely advertise the extent of the customer business are not permitted. In connection with PBX systems equipped with inward dialing, the direct inward number for individuals, title, departments, etc., may also be listed under the caption listing for the main service with extra listing charges applicable for the indented listings.

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#### 7. END USER NETWORK ACCESS SERVICES - VOICE

# 7.3 <u>Directory Listings (Cont'd.)</u>

# 7.3.2 Business Service Listings (Cont'd.)

G. Customers having telephone service at business rates at their residence addresses may be given "ofc & r" or "ofc & res" as a designation.

# 7.3.3 Private Branch Exchange Listings

Private Exchange listings for service installed at business locations are furnished under the regulations specified herein for business, except that, in connection with message rate service at hotels and apartment houses, unregulated Extra Listings at regular charges are available to any permanent guest or tenant residing in the hotel or apartment house.

#### 7.3.4 Rates and Charges

Each End User Network Access Service provides for a single directory listing, at no charge, of the Company station number which is designated as the customer's main billing number.

The Company will provide each End User Network Access service Customer annually at no charge one copy of a printed directory listing all telephone service subscribers (except for unlisted and unpublished numbers) within the Customer's local calling area.

#### 7.4 Interconnection of Interstate Facilities

Users may interconnect communications facilities that are used in whole or in part for interstate communications to End User Network Access services only to the extent that the User is an "end user" as defined in Section  $69.2 \, (\text{m})$ , Title 47, Code of Federal Regulations (1992 edition).

Interconnection is available only to carriers which are certified by the Public Utilities Commission of Ohio to provide intrastate local exchange services.

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

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7. END USER NETWORK ACCESS SERVICES - VOICE

# 7.6 <u>Local Service</u>

The following Local Service Options are offered:

PrimePath Business Line Service PrimeOne Local Calling Plans

All Local service options are offered to Business Customers only.

7.6.1 Usage is timed and rated per call in increments specified in the applicable tariffs and/or service guides. Timing begins with the completion of the connection and ends with the termination of the connection. Partial increments will be rounded up to the next full increment on a per call basis and partial cents will be rounded to the next whole cent, on a per call basis.

#### 7.6.2 <u>Timing of Messages</u>

- A. Unless otherwise indicated, all calls are timed in 6 (six) second increments following the first 18 (eighteen) seconds.
- B. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- C. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- D. Call timing 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 either by automatic timing equipment in the telephone network or by the Company operator.
- E. Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of six second increments.

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#### 10. PRIMEPATH SERVICE\*

#### 10.1 Description

PrimePath business line services provide a Customer with one or more analog, voice-grade telephonic communications channel(s) that can be used to place or receive one call at a time. PrimePath business line provides for connection to Customer-provided single-line terminal equipment such as station sets or facsimile machines. Customers utilizing PrimePath business line services must subscribe to a sufficient number of access lines to handle adequately the volume of traffic offered (received or originated) without interfering with any of the services offered by the Company. The number of access lines required to handle adequately such traffic will be determined by Company measurements. In the event that an inadequate number of lines cause interference to one or more other Customers, the Company shall have the right to discontinue service without prior notification to the Customer.

#### 10.2 Service Charges

Non-recurring Service Order Charges apply to various Customer requests on a per order basis. Requests for ordering, connecting, installing, changing or moving of telecommunications services that relate to a business line. Service Order charges will apply to initial service orders and subsequent orders on a per request basis.

In addition to the standard Service Order Charge, the following charges will apply for applicable work performed by the Company after initial installation.

A. Feature Change without Dispatch

Non-recurring charges which do not require dispatch of company personnel to change a feature or group of features on a per request basis on an existing TCG service. Feature changes are those that affect the functionality or characteristics of telecommunications services for a business line.

B. Feature Change with Dispatch

Non-recurring charges which require dispatch of company personnel to a single site to change a feature or group of features on per site and per hour basis. Feature changes are those that affect the functionality or characteristics of telecommunication services for a business line. Charges are rounded to the nearest work hour with one hour minimum charge.

\* Effective April 1, 2008, the price, terms and conditions for customers with two or more lines are now governed by the terms of their written contract or Business Service Agreement, which can be found at <a href="http://www.att.com/agreement/">http://www.att.com/agreement/</a>.

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#### 10. PRIMEPATH SERVICE

#### 10.2 Service Charges (Cont'd.)

#### C. Line Move with Dispatch

Non-recurring charges which requires dispatch of company personnel to a single site to move telecommunications services to an existing TCG business line service on a per site and per hour basis. Moves of a business line pertain to these charges. Charges are rounded to the nearest work hour with a lhour minimum.

# D. Record Order Charge

Non-recurring charges associated with maintaining information for billing services. Changes to such information are charged a record order charge on a per request basis.

#### E. Standard Business Line

Standard Business Lines are analog lines with the ability to originate and terminate voice telephone calls.

## 10.3 Additional Business Local Calling Plans

In addition to PrimePath Service, TCG offers the following Business local calling plans.

PrimeOne Local Calling Plan A PrimeOne Local Calling Plan B

The description of PrimePath Service in this tariff is also applicable to PrimeOne Plans, except that the PrimeOne Plans are usage-sensitive services as described in this tariff.

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#### 10. PRIMEPATH SERVICE

#### 10.4 PrimePath Easy Rate

PrimePath Easy Rate is a business line package that includes PrimePath business lines with unlimited local usage, Touch Tone, and a set of optional features for a single monthly recurring price. Prime Path Easy Rate is limited to PrimePath analog business lines. This plan is not available on PrimePath Key Lines, PrimePath Trunks, Prime Digital Trunks, PrimeXpress, PrimePlex, PrimeConnect or any services on INCS, Integrated Access, AT&T AccuRing, AT&T UltraAvailable Ring, DEF, or any other local service offering.

Customers must meet the following eligibility criteria and adhere to the restrictions in order to qualify for and maintain PrimePath Easy Rate service:

- A. Customers must agree to purchase a minimum of 100 PrimePath Easy Rate lines and must sign a PrimePath Easy Rate Certification Form identifying each location and telephone number that will be subscribed to the offer.
- B. PrimePath Easy Rate lines may all be in one location or may be distributed across multiple locations where this service is available.
- C. A customer's PrimePath Easy Rate lines can not be ordered or provisioned at the same location (service address) as the same customer's PrimePath Standard lines, if any.
- D. A customer's PrimePath Easy Rate charges can not be billed on the same account as the same customer's any PrimePath Standard lines, if any.
- E. Customers that commit to a term rate plan for PrimePath Easy Rate must maintain all lines on the plan for the duration of the term, and are subject to a minimum retention period equal to the term commitment.

SECTION 10 ORIGINAL SHEET 4

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

## 10. PRIMEPATH SERVICE

## 10.4 PrimePath Easy Rate (Cont'd.)

Customers are required to pay the monthly recurring charge as specified in the Price List whether or not any or all optional features are activated. The monthly recurring line charge includes unlimited local calling, Touch Tone service, and the following optional features: Caller ID (number only), Call Waiting, Call Forwarding Busy, Call Forwarding No Answer, Call Forwarding Variable, Remote Access to Call Forwarding, Three-Way Calling, Speed Calling 8, Repeat Dialing, Call Return, Calling Blocking and Hunting. Features that are not included in the PrimePath Easy Rate offer may be added for the additional standard monthly recurring and/or non-recurring charges as listed in this tariff and/or Service Guide.

Monthly Recurring Charge is shown in the Price List.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 10. PRIMEPATH SERVICE

#### 10.5 PrimeOne Local Calling Plan A

PrimeOne Local Calling Plan A is a local measured plan, billed on a per minute of use (MOU) basis. This plan is combined with a discount scheme based on the total dollar volume of usage.

#### 10.6 PrimeOne Local Calling Plan B

PrimeOne Local Calling Plan B is a local message based plan, billed on a flat-rated per call basis. This plan is also combined with a discount scheme based on the total dollar volume of usage.

#### 10.7 Rate Schedule

#### A. Non-Recurring Rates

Non-recurring rates apply per the Company's Local Service upon (a) installation of a new service; (b) transfer of an existing service to a different Point of Connection; or (c) a change from one type of service to a different type at the same or different location, such as a change from a Standard Trunk to Standard Line service or vice versa.

PrimePath non-recurring rates are shown in the Price List.

# B. Monthly Recurring Rates

PrimePath monthly recurring rates are shown in the Price List.

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

#### 10. PRIMEPATH SERVICE

#### 10.7 <u>Rate Schedule (Cont'd.)</u>

#### A. Usage Rates

1. AT&T Ohio Territory -- PrimeOne Usage Discount

Customers who commit to 1, 2, or 3 year term commitments are eligible to receive the discounts as shown in the Price List on their PrimeOne usage charges. Discounts are calculated based on the term commitment and are applied to the total amount of qualifying revenue in a billing period. Customers whose combined PrimeOne and PrimePlus monthly usage exceeds \$100,000.00 will not be eligible for discounts under this plan.

At the end of the Customer's term commitment, the Customer will convert to month-to-month pricing at tariff rates in effect at that time. For services requiring a one month pricing at tariff rates in effect at that time. For services requiring a one year term commitment, the Customer will receive one year term commitment, the Customer will receive one year term rates at tariff rates in effect at that time unless the Customer notifies the Company in writing thirty (30) days prior to the expiration of the Customer's term plan of their intent to discontinue service.

Customers who discontinue service prior to the end of their term commitment will be assessed an early termination charge equal to their average monthly usage charges times the number of months remaining on their term commitment. The average monthly usage will be determined by calculating the Customer's total PrimeOne and PrimePlus usage charges for the first six full months of service and dividing by six. If the Customer has been in service less than six months, the average monthly usage will be determined by calculating the Customer's total usage charges and dividing by the number of months the Customer has been in service.

Customers may discontinue service prior to the end of their term commitment without liability if they migrate to another Company local service offering with a term commitment equal to or greater than their current term commitment.

PRICE LIST

FIRST REVISED SHEET 1 CANCELS ORIGINAL SHEET 1

ISSUED: APRIL 29, 2011 EFFECTIVE: MAY 1, 2011 CAROL PAULSEN, DIRECTOR

#### PRICE LIST

# SUPPLEMENTAL SERVICES

#### 1. Rates and Charges

Connection Charges

Per Order:

\$10.00

#### 2. Directory Assistance Service

Per Number Requested

\$1.10

Non-Poquering

#### 3. <u>Directory Listings</u>

		Non-Reculting
	Monthly	Installation/Change Charge
	<u>Charge</u>	<u>Per Change</u>
Additional Listing	\$1.50	-
Non-Published Listing	1.50	\$8.00
Non-Listed Listing	1.50	8.00
		Non-Recurring Charge

# \$8.00

# Installation/Change Charge

#### 4. Local Operator Service

Customer Dialed Calling Card	\$ 1.50
Person to Person	\$ 3.79
3rd Number Billed	\$ 1.79
All other Operator Assistance	\$ 1.50
Verification Charge, each request	\$ 1.50
Interrupt Charge, each request	\$ 1.50

#### 5. Restoral Charge

Business

\$5.00

#### 6. Moves, Adds and Changes

	<u>Move</u>	<u>Add</u>	<u>Change</u>
Business:	\$40.00	\$40.00	\$40.00

#### 7. Charges Associated with Premises Visit

Per Premises Visit, Business: (1/2 hr.) \$45.00

#### Added Labor Charge 8.

\$8.00 per 6-minute increment

#### 9. PIC Change Charge\*

-	Manual	\$	5.00
_	Electronic	Ś	0 00

<sup>\*</sup> All IntraLATA PIC charges will be waived until 2015. Customers will not be charged a PIC change charge until that time.

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## TARIFF P.U.C.O. No. 2

LOCAL TELEPHONE EXCHANGE SERVICES

PRICE LIST

FIRST REVISED SHEET 2 CANCELS ORIGINAL SHEET 2

ISSUED: APRIL 29, 2011 EFFECTIVE: MAY 1, 2011 CAROL PAULSEN, DIRECTOR

PRICE LIST

#### LOCAL EXCHANGE SERVICE

(M)

# Rate Schedule

A. Non-Recurring Rates

	<u>First</u>	<u>Add'l.*</u>
Service Order Charge:	\$10.00	\$00.00
Connection Charge:	\$40.00	\$40.00

- \* Additional lines of the same type as the first line, purchased at the same time and at the same point.
- B. Monthly Recurring Rates

Monthly recurring rates include both connection and usage charges.

Measured Rate Access Line

Monthly Recurring Charges: Basic Service Access Line

\$27.00

(M)

(N)

Material previously appearing on this sheet now appears on Sheet 1.

Filed in accordance with PUCO Case No. 90-9010-TP-TRF.

TCG OHIO

#### TARIFF P.U.C.O. No. 2

LOCAL TELEPHONE EXCHANGE SERVICES

PRICE LIST

FIRST REVISED SHEET 3 CANCELS ORIGINAL SHEET 3

ISSUED: APRIL 29, 2011 EFFECTIVE: MAY 1, 2011 CAROL PAULSEN, DIRECTOR

PRICE LIST

#### PRIMEPATH SERVICE

The following rate applies to lines that the customers subscribed to on or after April 23, 1998, and before August 7, 1999. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

Non-Recurring Monthly Recurring Charge

Business Lines
- Standard

\$25.00

<u>M-to-M</u> \$18.82

The following rate applies to lines that the customers subscribed to on or after August 7, 1999, and before January 16, 2007. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

Non-Recurring Monthly Recurring Charge

Business Lines - Standard

\$25.00\*

 $\frac{\text{M-to-M}}{\$22.55}$ 

\* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for a local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration, they will be billed the appropriate installation charge.

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Material previously appearing on this sheet now appears on Sheet 2.

PRICE LIST

FIRST REVISED SHEET 4
CANCELS ORIGINAL SHEET 4

ISSUED: APRIL 29, 2011 EFFECTIVE: MAY 1, 2011 CAROL PAULSEN, DIRECTOR

PRICE LIST

#### PRIMEPATH SERVICE

## A. AT&T Ohio Territory

The following rates apply to lines that the customers subscribed to on or after January 16, 2007, and before February 1, 2008. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

Non-Recurring\* Monthly Recurring Charges

<u>Business Lines</u> - Standard \$25.00\* <u>M-to-M</u> 1 Year 2 Year 3 Year \$21.15

The following rates apply to lines that the customers subscribed to on or after February 1, 2008 and before December 1, 2008. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

	Non-Recurring*	<u>on-Recurring*</u> Monthly		<u>ng Charg</u>	<u>es</u>
Business Lines		M-to-M	1 Year	2 Year	3 Year
- Standard	\$25.00*	\$24.90	\$21.85	\$21.55	\$21.40

\* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for a local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration, they will be billed the appropriate installation charge.

Material previously appearing on this sheet now appears on Sheet 3. (N)

Filed in accordance with PUCO Case No. 90-9010-TP-TRF.

(N)

PRICE LIST

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FIRST REVISED SHEET 5
CANCELS ORIGINAL SHEET 5

ISSUED: APRIL 29, 2011 EFFECTIVE: MAY 1, 2011 CAROL PAULSEN, DIRECTOR

PRICE LIST

#### PRIMEPATH SERVICE (Cont'd.)

- Caller ID With Name

#### A. AT&T Ohio Territory

The following rates apply to lines that the customers subscribed to on or after December 1, 2008 and before May 1, 2011. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

	Non-Recurring*	Monthly Recurring Charges					
Business Lines		M-to-M		2 Year	<del></del>	(31)	
- Standard	\$25.00*	\$26.15	\$21.85	\$21.55	\$21.40	(N)	

The following rates apply to lines that the customers subscribe to on or after May 1, 2011. These rates are also applicable to the lines the customers subscribed to prior to May 1, 2011, where on or after May 1, 2011, the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

	Non-Recurring*	Monthly Recurring Charges				
Business Lines - Standard	\$25.00*	<u>M-to-M</u> \$28.15	<u>1 Year</u> \$24.40	2 Year \$24.35	3 Year \$24.30	(I)
Service Charges: - Service Order - Feature Change w, - Multiple Feature - Line Move/Add w/ - Record Order Char	Change w/Dispatch Dispatch	•	(per hr, (per hr,			
<u>Custom Calling Feat</u> - Caller ID	tures:		<u>Per</u>	Line Per \$3.50		

\* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for a local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration, they will be billed the appropriate installation charge.

Material previously appearing on this sheet now appears on Sheet 6.

(N)

\$9.00

PRICE LIST

FIRST REVISED SHEET 6 CANCELS ORIGINAL SHEET 6

ISSUED: APRIL 29, 2011 EFFECTIVE: MAY 1, 2011 CAROL PAULSEN, DIRECTOR

#### PRICE LIST

# PRIMEPATH SERVICE (Cont'd.)

# B. <u>Cincinnati Bell Territory</u>

(M)

	<u>Nonrecurring</u> Charge	Monthly Recurring Charge	
<u>Business Lines</u> : - Standard Line	\$ 25.00*	\$47.00	
<pre>Service Charges: - Service Order - Feature Change w/o Dispatch - Multiple Feature Change w/Dispatch - Line Move/Add w/ Dispatch - Record Order Charge</pre>	\$ 40.00 \$ 5.00 \$125.00 (per hr, \$125.00 (per hr, \$ 20.00		
Custom Calling Features: - Caller ID - Caller ID With Name		<u>Per Line</u> <u>Per Month</u> \$6.30 \$9.00	(M)

#### C. <u>Usage Rates</u>

(As of August 7, 1999 the following rates are available only to current Prime One customers for the duration of their term commitment.)

1.	PrimeOne Calling Plan A	First 10,000 Calls	Each <u>Additional Call</u>
	Charge Per Minute of Use	\$.0650	\$.0800
2.	PrimeOne Calling Plan B	Per Call \$.0720	
	Discount Plan for	\$.0720	
	<u>Calling Plan B</u>	Amount \$0-\$100.00 \$100.01-\$500.00 \$500.01-1,000.00 \$1000.01+	<u>Discount</u> 0% 0% 5% 10%

\* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one year term commitment, and selects TCG as the primary carrier for a local and IntraLATA toll calling. If Customer terminates their Term Plan prior to expiration, they will be billed the appropriate installation charge.

PRICE LIST ORIGINAL SHEET 7

ISSUED: MAY 10, 2010 EFFECTIVE: MAY 10, 2010 CAROL PAULSEN, DIRECTOR

PRICE LIST

# PRIMEPATH SERVICE (Cont'd.)

C. <u>Usage Rates (Cont'd.)</u>

AT&T Ohio Territory

1. <u>PrimeOne Calling Plan A</u>
<u>Rate Mileage</u>

Day

	<u>1st Min</u>	Add'l Min.
0 - 10	\$0.0360	\$0.0090
11 - 22	\$0.0405	\$0.0135
23+	\$0.0450	\$0.0180

(Night/Weekend: 50% discount applies from 9PM to 8AM Mon.-Fri.; all day Saturday, Sunday and holidays)

# Exhibit B

TCG OHIO

TARIFF P.U.C.O. No. 2

LOCAL TELEPHONE EXCHANGE SERVICES

FIRST REVISED SHEET 1 CANCELS ORIGINAL SHEET 1

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

TITLE PAGE

TCG OHIO

Schedule of Rates, Charges, and Regulations Governing Regulated

## BASIC LOCAL TELEPHONE EXCHANGE SERVICE

(T)

Applying to the Intrastate Regulated Services in the Following Counties:

Athens, Belmont, Brown, Butler, Carroll, Clark, Clermont, Clinton, Coshocton, Cuyahoga, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Jefferson, Lake, Lawrence, Licking, Lorain, Madison, Medina, Meigs, Monroe, Montgomery, Morgan, Muskingum, Noble, Perry, Pickaway, Preble, Ross, Scioto, Summit, Tuscarawas, Union, Warren, and Washington Service Areas Within the State of Ohio.

SECTION 1

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FIRST REVISED SHEET 1
CANCELS ORIGINAL SHEET 1

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

#### 1. APPLICATION OF TARIFF

- 1.1 This tariff sets forth general terms and conditions applicable to Basic Local Exchange Service offered by TCG Ohio ("TCG") within the local exchange service area as defined herein. Service offerings, rates, and conditions applicable to specific service offerings are set forth in other tariffs of TCG and are in addition to the general regulations contained herein.
  - Basic Local Exchange Service is furnished for the use of end-users in placing and receiving local telephone messages within a local calling area. Entities desiring access to the Company network for the purpose of originating or terminating other forms of communication may obtain such access pursuant to the Company's Access and Interconnection Tariff.
- 1.2 When services and facilities are provided in part by TCG and in part by other companies, the regulations of TCG apply only to that portion of the service or facilities furnished by it.
- 1.3 When services and facilities provided by TCG are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of TCG apply only to the use of TCG's services and facilities.
- 1.4 TCG may offer various unregulated services in conjunction with or ancillary to its regulated services from time to time. The rates, terms, and conditions of unregulated services are described in the TCG Ohio Service Guide. Any unregulated services not described in the Service Guides will be governed by contract between TCG and the Customer.
- Services, features and functions will be provided where facilities 1.5 are available. Such facilities include, but are not limited to, billing capability, technical capability and the ability of the Company to purchase underlying services, features and functions and/or unbundled network elements ("UNEs") (as that term is defined by applicable law), either alone or in combination (including a combination of unbundled switching with other UNEs). In the event that changes occur, including regulatory changes, that affect either the availability of facilities to the Company or the terms and conditions upon which they are obtained, the Company reserves the right to modify its terms and conditions, upon 30 days notice. The foregoing is in addition to all other existing rights retained by the Company to modify or terminate any contract or tariffed service at any time. In the event that the Company makes a material modification of its terms and conditions, customers shall have an opportunity to cancel contracts or tariffed services without penalty.

TCG OHIO

#### TARIFF P.U.C.O. No. 2

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 1

FIRST REVISED SHEET 2 CANCELS ORIGINAL SHEET 2

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

#### 1. APPLICATION OF TARIFF

- The Company reserves the right to increase charges for the services provided to the customer, regardless of any term commitment, as a result of (a) expenses incurred by the Company reasonably relating to regulatory assessments stemming from an order, rule or regulation of any regulatory authority or court having competent jurisdiction, (b) other governmental charges or fees, (c) charges or payment obligations imposed on international calls to mobile numbers, or (d) reductions in amounts other carriers are required to pay the Company or increases in the amount the Company is required to pay to other carriers. In this event, customers shall have an opportunity to cancel contracts or tariffed services without penalty. Customers with tariffed based contracts will be held to the terms and conditions of their contract until such contract is expired.
- 1.7 The Basic Local Exchange Service described in this tariff are subject to the jurisdiction of the Public Utilities Commission of Ohio (PUCO). The Company offers services that are not subject to the jurisdiction of the PUCO; these include, but are not limited to, wireless, DSL and Internet access.
- 1.8 This tariff applies only for the use of the Company's Basic Local (T) Exchange Service for communications within local and IntraLATA calling areas. This includes the use of TCG Ohio's network to complete an end-to-end local communication; and to obtain access to the intrastate services offered by other service providers.
- 1.9 The provision of Basic Local Exchange Service is subject to existing regulations specified in the tariffs and or Service Guide of TCG Ohio, and may be revised, added to, or supplemented by superseding issues.
- 1.10 The Basic Local Exchange Service offered and contained herein is subject to available facilities and authorization from the local municipalities in the jurisdiction where the service is offered.

SECTION 2

FIRST REVISED SHEET 1
CANCELS ORIGINAL SHEET 1

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.2 <u>Undertaking of the Company</u>

#### A. General

- The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- 2. Customers and Users may use services and facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under its tariffs, and for unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 3. The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

#### B. Shortage of Equipment or Facilities

- The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2. The furnishing of Basic Local Exchange Service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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# TARIFF P.U.C.O. No. 2

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 2

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FIRST REVISED SHEET 2
CANCELS ORIGINAL SHEET 2

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.2 <u>Undertaking of the Company (Cont'd.)</u>

## C. Terms and Conditions

- Basic Local Exchange Service is provided on the basis of a minimum period of at least one month, 24-hours per day.
   For the purpose of computing charges in the tariffs of the Company, a month is considered to have 30 days.
- 2. 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 the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 3. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company 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.
- 4. In any action between the parties to enforce any provision of the tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 5. The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

Filed in accordance with PUCO Case No. 11-2964-TP-ATA.

SECTION 2

FIRST REVISED SHEET 4
CANCELS ORIGINAL SHEET 4

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.2 <u>Undertaking of the Company (Cont'd.)</u>

# D. Liability of the Company (Cont'd.)

- 5. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the fight to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.
- 6. The Company is not liable for any defacement of or damage to Customer or User premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 7. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 8. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 9. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but are not limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

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SECTION 2

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FIRST REVISED SHEET 5 CANCELS ORIGINAL SHEET 5

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.2 <u>Undertaking of the Company (Cont'd.)</u>

# D. Liability of the Company (Cont'd.)

- 10. The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 11. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability or fitness for a particular use, except those expressly set forth in its tariffs.
- 12. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with TCG Ohio Basic Local Exchange Service.
- 13. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

#### E. Notification of Service-Affecting Activities

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

Filed in accordance with PUCO Case No. 11-2964-TP-ATA.

SECTION 2

FIRST REVISED SHEET 7
CANCELS ORIGINAL SHEET 7

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.2 <u>Undertaking of the Company (Cont'd.)</u>

#### G. Non-routine Installation

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

# H. Ownership of Facilities

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

## I. Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

## J. Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

# K. <u>Governmental Authorization</u>

The provision of TCG Basic Local Exchange Service is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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SECTION 2

FIRST REVISED SHEET 15 CANCELS ORIGINAL SHEET 15

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.5 <u>Payment Arrangements (Cont'd.)</u>

#### C. Advance Payments

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

A customer whose service has been discontinued for non-payment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

#### D. <u>Deposits</u>

- 1. To safeguard its interests, the Company may require a Business Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- A deposit may be required in addition to an advance payment.
- 3. When service is terminated, the amount of the deposit will be applied to any indebtedness to the Company for service charges. Cash deposits are not to exceed 230% of a reasonable estimate of one month's service charges for the installation of Basic Local Exchange Service for any person that it determines, in its discretion, is not creditworthy.

(D)

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SECTION 2

FIRST REVISED SHEET 19 CANCELS ORIGINAL SHEET 19

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

#### 2. GENERAL REGULATIONS

# 2.5 <u>Allowances For Interruptions in Service</u>

- A. Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of the tariffs of the Company by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects.
- B. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its tariffs. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. No interruption allowance shall be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other Sections of this tariff. Credit is not allowed for interruptions to service of less than seventy-two hours.

Basic Local Exchange Service subscribers who experience a service interruption in excess of seventy-two hours and who call to report the outage to the Company shall be provided a credit equal to at least one month's charges for any local services rendered inoperative.

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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 2

FIRST REVISED SHEET 33

CANCELS ORIGINAL SHEET 33

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## 2. GENERAL REGULATIONS

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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 2

FIRST REVISED SHEET 34 CANCELS ORIGINAL SHEET 34

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# 2. GENERAL REGULATIONS

Material	previously	appearing	on	this	page	has	been	removed	in	its	(N)
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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 2

FIRST REVISED SHEET 35 CANCELS ORIGINAL SHEET 35

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

# 2. GENERAL REGULATIONS

Material	previously	appearing	on	this	page	has	been	removed	in	its	(N)
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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 2

FIRST REVISED SHEET 36

CANCELS ORIGINAL SHEET 36

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# 2. GENERAL REGULATIONS

Material	previously	appearing	on	this	page	has	been	removed	in	its	(N)
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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 2

FIRST REVISED SHEET 37 CANCELS ORIGINAL SHEET 37

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# 2. GENERAL REGULATIONS

Material	previously	appearing	on	this	page	has	been	removed	in	its	(N	)
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SECTION 6

FIRST REVISED SHEET 1
CANCELS ORIGINAL SHEET 1

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

#### 6. SUPPLEMENTAL SERVICES

# 6.1 <u>Connection Charges</u>

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#### A. Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2 of this Tariff.

Refer to the Price List.

#### B. Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

#### 1. Move

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

#### 2. Add

The addition of a vertical service to existing equipment and/or service at one location.

# 3. Change

Change, including rearrangement or reclassification of existing service at the same location.

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SECTION 6

FIRST REVISED SHEET 2 CANCELS ORIGINAL SHEET 2

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#### 6. SUPPLEMENTAL SERVICES

# 6.1 <u>Connection Charges (Cont'd.)</u>

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#### C. Customer Not Ready Charge

Where the Company notifies the Customer in advance of possible expenses associated with special arrangements of facilities or equipment, and such expenses are incurred by the Company before its receipt of a cancellation or date change notice from the Customer, or where the Company notifies the Customer in advance of possible special expenses and then incurs an expense for special construction, the Customer may be charged a rescheduling charge equal to the non-recurring charges per arrangement, per reschedule, plus any additional unavoidable expenses the Company incurs as a result of the delay.

# 6.2 <u>Charges Associated with Premises Visit</u>

#### A. Terms and Conditions

The customer may ask for an estimate or a firm bid before requesting a Company technician to visit the customers' premises. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time (measured in 1/2 hour increments) and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested. Special Construction charges are identified in Section 2.

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# (M) Material previously appeared in Section 6, Page 7.

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TCG OHIO

#### TARIFF P.U.C.O. No. 2

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 6

FIRST REVISED SHEET 3 CANCELS ORIGINAL SHEET 3

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#### 6. SUPPLEMENTAL SERVICES

#### Primary Interexchange Carrier "PIC" Change Charge 6.3

A PIC Change Charge is a non-recurring charge. It applies to existing Local Service customers who request a change in their PIC designation for pre-subscription of IntraLATA service. The charge is applied on a per-line or per trunk basis. When both the IntraLATA and InterLATA designation is changed at the same time, only one PIC change charge applies. If the IntraLATA PIC is changed simultaneously with the InterLATA PIC, a 50% discount of the IntraLATA PIC will apply.

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SECTION 6

FIRST REVISED SHEET 4 CANCELS ORIGINAL SHEET 4

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#### 6. SUPPLEMENTAL SERVICES

#### 6.4 <u>Service and Promotional Trials</u>

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#### A. General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

#### B. Regulations

- 1. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- 2. During a Service Trial, the service is provided to all eligible customers who ask to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- 3. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- 4. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- 5. The Company retains the right to limit the size and scope of a Promotional Trial.

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(M) Material previously appeared in Section 6, Page 8.

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Material previously appearing on this page can be found in the TCG Ohio Service Guide.

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 6

FIRST REVISED SHEET 5

CANCELS ORIGINAL SHEET 5

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# 6. SUPPLEMENTAL SERVICES

Material	previously	appearing	on	this	page	can	be	found	in	the	TCG	Ohio	(N
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# LOCAL TELEPHONE EXCHANGE SERVICES

SECTION	6

FIRST REVISED SHEET 6

CANCELS ORIGINAL SHEET 6

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

# 6. SUPPLEMENTAL SERVICES

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Page 1.												1)	N

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 6

FIRST REVISED SHEET 7

CANCELS ORIGINAL SHEET 7

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# 6. SUPPLEMENTAL SERVICES

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Page 2.	-											(	N

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 6

FIRST REVISED SHEET 8

CANCELS ORIGINAL SHEET 8

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# 6. SUPPLEMENTAL SERVICES

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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 6

FIRST REVISED SHEET 9

CANCELS ORIGINAL SHEET 9

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Material	previously	appearing	on	this	page	can	be	found	in	the	TCG	Ohio	(N
Service		11 5											(N

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 6

FIRST REVISED SHEET 10 CANCELS ORIGINAL SHEET 10

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Material	previously	appearing	on	this	page	can	be	found	in	the	TCG	Ohio	(N)
Service		11 3			1 3								(N)

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 6

FIRST REVISED SHEET 11 CANCELS ORIGINAL SHEET 11

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Material	previously	appearing	on	this	page	can	be	found	in	the	TCG	Ohio	( N
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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 6

FIRST REVISED SHEET 12 CANCELS ORIGINAL SHEET 12

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Material	previously	appearing	on	this	page	can	be	found	in	the	TCG	Ohio	(N
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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 6

FIRST REVISED SHEET 13 CANCELS ORIGINAL SHEET 13

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Material	previously	appearing	on	this	page	has	been	moved	to	Section	6,	(	Ν
Page 3.	-											(	N

SECTION 7

FIRST REVISED SHEET 1
CANCELS ORIGINAL SHEET 1

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### 7. END USER NETWORK ACCESS SERVICES - VOICE

### 7.1 Introduction

The Company undertakes to provide end users with voice-grade network access services as described in this tariff. End User Network Access Service provides a Customer with the ability to connect its terminal equipment, inside wiring, or transmission facilities to the Company's switched network for the origination and reception of telephonic communications, and includes optional features designed to facilitate the use or expand the functionality of communications services. Services may be provided by the use of the Company's own facilities, by resale of services provided by other telephone companies, or by a combination of these methods.

Each End User Network Access Service is provided in the form of a Port (with an integral Terminal Interface) which corresponds to one or more analog, voice grade communications channels. Voice-grade access services are designed to transmit any electrical signal within the nominal frequency range of 300 to 3000 Hz. Customers may transmit any form of signals, including data transmissions, that are compatible with the transmission parameters of the service, but the Company does not warrant that the services will be suitable for any purpose other than voice communication.

The following End User Network Access Services are offered:

# 7.2 <u>Access to Public Switched Network Services</u>

- A. End User Network Access Services provide a Customer with one voice-grade Port connection to the Company's switched network, each of which enables the Customer to:
  - Receive calls from other stations on the public switched telephone network;
  - 2. Access to Basic Local Exchange service and usage of telephone-company provided services over the primary access line of service, which is not part of a bundle or package of services, enabling the customer to originate or receive voice communications with a local service area.
  - 3. Access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling;

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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 7

FIRST REVISED SHEET 3

CANCELS ORIGINAL SHEET 3

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# 7. END USER NETWORK ACCESS SERVICES - VOICE

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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 7

FIRST REVISED SHEET 4

CANCELS ORIGINAL SHEET 4

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# 7. END USER NETWORK ACCESS SERVICES - VOICE

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SECTION 7

FIRST REVISED SHEET 5 CANCELS ORIGINAL SHEET 5

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7. END USER NETWORK ACCESS SERVICES - VOICE

### 7.3 Reserved for Future Use

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# 7.4 <u>Interconnection of Interstate Facilities</u>

Users may interconnect communications facilities that are used in whole or in part for interstate communications to End User Network Access services only to the extent that the User is an "end user" as defined in Section  $69.2\,(\text{m})$ , Title 47, Code of Federal Regulations (1992 edition).

Interconnection is available only to carriers which are certified by the Public Utilities Commission of Ohio to provide intrastate local exchange services.

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

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SECTION 7

FIRST REVISED SHEET 7
CANCELS ORIGINAL SHEET 7

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7. END USER NETWORK ACCESS SERVICES - VOICE

# 7.6 <u>Basic Local Exchange Service</u>

The following Basic Local Exchange Service Options are offered:

PrimePath Business Line Service PrimeOne Local Calling Plans

Basic Local Exchange Service options are offered to Business Customers only.

7.6.1 Usage is timed and rated per call in increments specified in the applicable tariffs and/or service guides. Timing begins with the completion of the connection and ends with the termination of the connection. Partial increments will be rounded up to the next full increment on a per call basis and partial cents will be rounded to the next whole cent, on a per call basis.

### 7.6.2 Timing of Messages

- A. Unless otherwise indicated, all calls are timed in 6 (six) second increments following the first 18 (eighteen) seconds.
- B. For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- C. For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- D. Call timing 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 either by automatic timing equipment in the telephone network or by the Company operator.
- E. Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of six second increments.

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SECTION 10

FIRST REVISED SHEET 1
CANCELS ORIGINAL SHEET 1

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### 10. PRIMEPATH SERVICE\*

### 10.1 Description

PrimePath business line service provides a Customer with one analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. A PrimePath business line is provided for connection to a Customer-provided single-line terminal equipment such as station sets or facsimile machines. A PrimePath business line is a offered as a single business line.

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\* Effective April 1, 2008, the price, terms and conditions for customers with two or more lines are now governed by the terms of their written contract or Business Service Agreement, which can be found at http://www.att.com/agreement/.

Material previously appearing on this page can be found in the TCG (N) Ohio Service Guide and Section 10, Page 2. (N)

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SECTION 10

FIRST REVISED SHEET 2 CANCELS ORIGINAL SHEET 2

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### 10. PRIMEPATH SERVICE

### 10.2 Service Charges

Non-recurring Service Order Charges apply to various Customer requests on a per order basis. Requests for ordering, connecting, installing, changing or moving of telecommunications services that relate to a business line. Service Order charges will apply to initial service orders and subsequent orders on a per request basis.

In addition to the standard Service Order Charge, the following charges will apply for applicable work performed by the Company after initial installation.

### A. Line Move with Dispatch

Non-recurring charges which requires dispatch of company personnel to a single site to move telecommunications services to an existing TCG business line service on a per site and per hour basis. Moves of a business line pertain to these charges. Charges are rounded to the nearest work hour with a 1hour minimum.

### B. Record Order Charge

Non-recurring charges associated with maintaining information for billing services. Changes to such information are charged a record order charge on a per request basis.

### C. Standard Business Line

Standard Business Lines are analog lines with the ability to originate and terminate voice telephone calls.

# (M) Material previously appeared in Section 10, Page 1.

Material previously appearing on this page can be found in the TCG (N) Ohio Service Guide and Section 10, Page 3.

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SECTION 10

FIRST REVISED SHEET 3 CANCELS ORIGINAL SHEET 3

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

### 10. PRIMEPATH SERVICE

## 10.3 Additional Business Local Calling Plans

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In addition to PrimePath Service, TCG offers the following Business local calling plans.

PrimeOne Local Calling Plan A PrimeOne Local Calling Plan B

The description of PrimePath Service in this tariff is also applicable to PrimeOne Plans, except that the PrimeOne Plans are usage-sensitive services as described in this tariff.

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A. PrimeOne Local Calling Plan A

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PrimeOne Local Calling Plan A is a local measured plan, billed on a per minute of use (MOU) basis. This plan is combined with a discount scheme based on the total dollar volume of usage.

B. PrimeOne Local Calling Plan B

PrimeOne Local Calling Plan B is a local message based plan, billed on a flat-rated per call basis. This plan is also combined with a discount scheme based on the total dollar volume of usage.

### 10.4 Rate Schedule

A. Non-Recurring Rates

Non-recurring rates apply per the Company's Local Service upon (a) installation of a new service; (b) transfer of an existing service to a different Point of Connection; or (c) a change from one type of service to a different type at the same or different location, such as a change from a Standard Trunk to Standard Line service or vice versa.

PrimePath non-recurring rates are shown in the Price List.

B. Monthly Recurring Rates

PrimePath monthly recurring rates are shown in the Price List.

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Material previously appearing on this page can be found in the (N)

TCG Ohio Service Guide.

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SECTION 10

FIRST REVISED SHEET 4
CANCELS ORIGINAL SHEET 4

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

### 10. PRIMEPATH SERVICE

## 10.4 Rate Schedule (Cont'd.)

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### A. Usage Rates

1. AT&T Ohio Territory -- PrimeOne Usage Discount

Customers who commit to 1, 2, or 3 year term commitments are eligible to receive the discounts as shown in the Price List on their PrimeOne usage charges. Discounts are calculated based on the term commitment and are applied to the total amount of qualifying revenue in a billing period. Customers whose combined PrimeOne and PrimePlus monthly usage exceeds \$100,000.00 will not be eligible for discounts under this plan.

At the end of the Customer's term commitment, the Customer will convert to month-to-month pricing at tariff rates in effect at that time. For services requiring a one month pricing at tariff rates in effect at that time. For services requiring a one year term commitment, the Customer will receive one year term commitment, the Customer will receive one year term rates at tariff rates in effect at that time unless the Customer notifies the Company in writing thirty (30) days prior to the expiration of the Customer's term plan of their intent to discontinue service.

Customers who discontinue service prior to the end of their term commitment will be assessed an early termination charge equal to their average monthly usage charges times the number of months remaining on their term commitment. The average monthly usage will be determined by calculating the Customer's total PrimeOne and PrimePlus usage charges for the first six full months of service and dividing by six. If the Customer has been in service less than six months, the average monthly usage will be determined by calculating the Customer's total usage charges and dividing by the number of months the Customer has been in service.

Customers may discontinue service prior to the end of their term commitment without liability if they migrate to another Company local service offering with a term commitment equal to or greater than their current term commitment.

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(M) Material previously appeared in Section 10, Page 6.

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Material previously appearing on this page can be found in the TCG Ohio Service Guide.

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LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 10

FIRST REVISED SHEET 5 CANCELS ORIGINAL SHEET 5

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

10. PRIMEPATH SERVICE

Material previously appearing on this page can be found in Section 10,  $$\rm (N)$$  Page 3.  $(\rm N)$ 

LOCAL TELEPHONE EXCHANGE SERVICES

SECTION 10

FIRST REVISED SHEET 6

CANCELS ORIGINAL SHEET 6

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

# 10. PRIMEPATH SERVICE

Material	previously	appearing	on	this	page	can	be	found	in	Section	10,	(N)
Page 6.	_											(N)

PRICE LIST

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SECOND REVISED SHEET 1 CANCELS FIRST REVISED SHEET 1

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

# PRICE LIST

SUPPLE	EMENTAL SERVICES				
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1.	Restoral Charge				(T)
				Nonrecurring Charge	$\left\{ egin{matrix} {f T} \\ {f T} \end{array} \right\}$
	Business			\$5.00	
2.	Moves, Adds and Cha	nges			(T)
	Business:	<u>Move</u> \$40.00	<u>Add</u> \$40.00	<u>Change</u> \$40.00	
3.	Charges Associated	with Premises	. Visit		(T)
	Per Premises Visit,	Business, (1	./2 hr.)	\$45.00	
4.	Added Labor Charge				(T)
	\$8.00 per 6-minute	increment			
5.	PIC Change Charge*				(T)
	- Manual - Electronic			\$ 5.00 \$ 0.00	
	* All IntraLATA PIC will not be charg			ntil 2015. Customers	

Material previously appearing on this page can be found in the  ${\tt TCG}$  Ohio Service Guide.

PRICE LIST

SECOND REVISED SHEET 2 CANCELS FIRST REVISED SHEET 2

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

PRICE LIST

# LOCAL EXCHANGE SERVICE

# Rate Schedule

A. Non-Recurring Rates

	<u>First</u>	<u> Add'l.*</u>
Service Order Charge:	\$10.00	\$00.00
Connection Charge:	\$40.00	\$40.00

- \* Additional lines of the same type as the first line, purchased at the same time and at the same point.
- B. Monthly Recurring Rates

Monthly recurring rates include both connection and usage charges.

Measured Rate Access Line \$27.00

Monthly Recurring Charges: Basic Service Access Line

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# TARIFF P.U.C.O. No. 2

LOCAL TELEPHONE EXCHANGE SERVICES

PRICE LIST

SECOND REVISED SHEET 3 CANCELS FIRST REVISED SHEET 3

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

### PRICE LIST

## PRIMEPATH SERVICE

The following rate applies to lines that the customers subscribed to on or after April 23, 1998, and before August 7, 1999. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

	<u>Nonrecurring</u> <u>Charqe</u>	Monthly Recurring <u>Charge</u>	(T)
<u>Business Line</u> -Standard	\$25.00	<u>M-to-M</u> \$18.82	

The following rate applies to lines that the customers subscribed to on or after August 7, 1999, and before January 16, 2007. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

	<u>Nonrecurrinq</u> <u>Charge</u>	Monthly Recurring <u>Charge</u>	(T)
Business Line -Standard	\$25.00*	<u>M-to-M</u> \$22.52	

\* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one-year term commitment, and selects TCG as the primary carrier for local and intraLATA toll calling. If the customer terminates the Term Plan prior to expiration, the customer will be billed the appropriate installation charge.

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PRICE LIST

SECOND REVISED SHEET 4
CANCELS FIRST REVISED SHEET 4

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

PRICE LIST

### PRIMEPATH SERVICE

## A. <u>AT&T Ohio Territory</u>

The following rate applies to lines that the customers subscribed to on or after January 16, 2007, and before February 1, 2008. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

	Nonrecurring Charge	<u>Mon</u>	rring Chai	<u>rge</u>	(T)	
<u>Business Line</u> -Standard	\$25.00*	<u>M-to-M</u> \$23.65	<u>1 Year</u> \$21.85	<u>2 Year</u> \$21.55	<u>3 Year</u> \$21.15	

The following rate applies to lines that the customers subscribed to on or after February 1, 2008, and before December 1, 2008. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

	<u>Nonrecurring</u> <u>Charge</u>	<u>rge</u>	(T)			
<u>Business Line</u> -Standard	\$25.00*	<u>M-to-M</u> \$24.90	<u>1 Year</u> \$21.85	<u>2 Year</u> \$21.55	<u>3 Year</u> \$21.40	

\* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one-year term commitment, and selects TCG as the primary carrier for local and intraLATA toll calling. If the customer terminates the Term Plan prior to expiration, the customer will be billed the appropriate installation charge.

(T)

(T)

PRICE LIST

(T)

3 Year

\$21.40

SECOND REVISED SHEET 5 CANCELS FIRST REVISED SHEET 5

Monthly Recurring Charge

<u>M-to-M</u> <u>1 Year</u> <u>2 Year</u> \$26.15 \$21.85 \$21.55

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

# PRICE LIST

Nonrecurring

Charge

\$25.00\*

# PRIMEPATH SERVICE

# A. <u>AT&T Ohio Territory</u>

Business Line -Standard

The following rate applies to lines that the customers subscribed to on or after December 1, 2008, and before May 1, 2011. The monthly recurring rates are only available on those lines until the customers have moved, made a change to their service or renegotiated their prior term agreement and/or contract.

The following rate applies to lines that the customers subscribed

	to on or after May lines the customers after May 1, 2011, service or renegot:	s subscribed the customer	to prior t s have mov	o May 1, ed, made	2011, when a change t	re on or to their	
	1	Nonrecurring Charge	<u>Mon</u>	thly Recu	rring Cha	rge	(T)
	<u>Business Line</u> -Standard	\$25.00*	<u>M-to-M</u> \$28.15	<u>1 Year</u> \$24.40	<u>2 Year</u> \$24.35	<u>3 Year</u> \$24.30	
	<u>Service Charges</u> -Service Order			Nonre	curring C	<u>harqe</u>	(D)
	-Line Move/Add w/D: 1 hour minimum)	ispatch, per	hour		\$125.00		(D)
	-Record Order Charg	ge			\$ 20.00		(D) (D)
···				(T) (T)			
Material previously appearing on this page can be found in the TCG Ohio				(D) (N)			

PRICE LIST

SECOND REVISED SHEET 6 CANCELS FIRST REVISED SHEET 6

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

PRICE LIST

### PRIMEPATH SERVICE (Cont'd.)

### B. <u>Cincinnatti Bell Territory</u>

	<u>Nonrecurring Charge</u>	Monthly Recurring Charge	(.I.)
Business Line		M-to-M	
-Standard	\$25.00*	\$47.00	

<u>Service Charges</u> -Service Order	Nonrecurring Charge \$ 40.00	(D)
	4	(D)
<pre>-Line Move/Add w/Dispatch, per hour 1 hour minimum)</pre>	\$125.00	
-Record Order Charge	\$ 20.00	(D)

### C. Usage Rates

(As of August 7, 1999 the following rates are available only to current Prime One customers for the duration of their term commitment.)

		First	Each
1.	<u>PrimeOne Calling Plan A</u>	<u>10,000 Calls</u>	Additional Call
	Charge Per Minute of Use	\$.0650	\$.0800

# 2. PrimeOne Calling Plan B

Per Call \$.0720

Discount Plan for		
<u>Calling Plan B</u>	<u>Amount</u>	Discount
	\$0-\$100.00	0%
	\$100.01-\$500.00	0%
	\$500.01-1,000.00	5%

\* Initial installation charges will be waived for new customers, or existing customers adding new locations (not applicable for moves), where service is available, when Customer signs a new contract with a minimum one-year term commitment, and selects TCG as the primary carrier for local and intraLATA toll calling. If the customer (T) terminates the Term Plan prior to expiration, the customer will be billed the appropriate installation charge.

Material previously appearing on this page can be found in the TCG Ohio  $$({\tt N})$$  Service Guide.  $$({\tt N})$$ 

Filed in accordance with PUCO Case No. 11-2964-TP-ATA.

TCG OHIO

# TARIFF P.U.C.O. No. 2

LOCAL TELEPHONE EXCHANGE SERVICES

PRICE LIST

FIRST REVISED SHEET 7 CANCELS ORIGINAL SHEET 7

ISSUED: MAY 19, 2011 EFFECTIVE: MAY 19, 2011 CAROL PAULSEN, DIRECTOR

PRICE LIST

# PRIMEPATH SERVICE (Cont'd.)

C. <u>Usage Rates (Cont'd.)</u>

(T)

(T)

1. PrimeOne Calling Plan A

	<u> </u>	<u>ay</u>
<u>Rate Mileage</u>	<u>1st Min</u>	Add'l Min.
0 - 10	\$0.0360	\$0.0090
11 - 22	\$0.0405	\$0.0135
23+	\$0.0450	\$0.0180

(Night/Weekend: 50% discount applies from 9PM to 8AM Mon.-Fri.; all day Saturday, Sunday and holidays)

2. <u>PrimeOne Calling Plan B</u> <u>All Rate Periods</u> - Per Message \$0.0800

# **Exhibit C**

# PUCO No. 2

Detariffing Features, Directory Listings (Section 6 Pages 9-12 and Section 7 pages 3-5), Directory Assistance (Price List Sheet 1), Operator Services (Price List Sheet 1). Makes changes to the Ohio Administrative Codes, removes tiered Credit Allowances for Service Interruptions (Section 2 Page 19), revises Deposit language (Section 2 Page 15) to mirror Ohio Telephone Company Procedures and Standards.

# **Exhibit D**



April 8, 2011

Dear Valued AT&T Business Customer:

Beginning on May 19, 2011, the prices, service descriptions, and the terms and conditions for business services, other than a primary line serving a small business with 3 or fewer access lines, provided by the AT&T Companies\* will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. The AT&T Companies\* will provide customer notice at least thirty days in advance of rate increases, material changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's service offerings online at www.att.com/servicepublications by following the links to the AT&T Business Service Guide for Ohio. You can also request a copy of this information by contacting the AT&T Customer Care Center at the toll-free billing inquiries number listed on your bill.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company will control new services or changes in service. For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call us at the toll free number listed on your bill, or visit us at www.att.com/servicepublications.

Sincerely,

\*AT&T Communications of Ohio, Inc.

\*TCG Ohio

# EXHIBIT E

# **CUSTOMER NOTICE AFFIDAVIT**

STATE OF <u>ILLINOIS</u>
SS:
COUNTY OF <u>COOK</u>
<u>AFFIDAVIT</u>
I, <u>Candice Glover</u> , am an authorized agent of the applicant corporation, <u>TCG Ohio</u> , and am authorized to make this statement on its behalf. I attest that the customer notice accompanying this affidavit was sent to affected customers through <u>direct mail</u> on <u>April 8, 2011</u> in accordance with Rule 4901:1-6-07, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 18, 2011 Chicago, Illinois

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

5/19/2011 3:40:07 PM

in

Case No(s). 11-2964-TP-ATA

Summary: Tariff Detariff Application electronically filed by Ms. Candice L Glover on behalf of TCG Ohio