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 Delta Telecom, Inc.	TRF Docket No. 90-9331-TP-	TRF		
to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD	Case No. 11 - 2996 - TP - ATA NOTE: Unless you have reserved a Case No. leave the "Case No. fields BLANK."			
Name of Registrant(s) Delta Telecom, Inc.				
DBA(s) of Registrant(s)				
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Consumer Contact Information Delta Telecom, Inc.		Phone 800.961.5382		
Address (if different from above) 17 E McKinley Way P.O. Box 14	4497 Poland, OH 44514			

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	☐ 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		\boxtimes	
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:
	Exhibit A	The existing affected tariff pages.
	Exhibit B	The proposed revised tariff pages.
	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
	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, Millie Baldwin

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

(Name)

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.

at (Location)

*(Signature and Title

This affidavu 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. Millie Baldwin

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)

*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

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

Jun a. Thelush

JEAN A. MILUSH Notary Public, State of Ohio My Commission Expires April 05, 2016

Delta Telecom, Inc. Issue Date: May 19, 2011

This Tariff P.U.C.O Tariff No. 4 cancels and replaces in its entirety the company's P.U.C.O. Tariff No. 2 for local exchange services on file with the Commission.

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

The tariff describes the Company's terms, conditions, services and rates applicable to the provision of local exchange telecommunications services regulated in accordance with Competitive Retail Telephone rules (Case No. 10-1010-TP-ORD).

Descriptions and rates for detariffed service offerings are available by contacting the Company at 800-961-5382.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of resold local exchange and interexchange service by Delta Telecom, Inc. ("the Company") in the calling areas defined herein.

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

The Tariff describes the Company's terms, conditions, services and rates applicable to the provision of the local exchange telecommunications services regulated in accordance with Competitive Retail Rules (Case No. 10-1010-TP-ORD.

Descriptions and rates for detariffed service offerings are found in the Company's Price Guide and available by calling 800-961-5382.

EXPLANATION OF SYMBOLS

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

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

EXPLANATION OF TERMS

ADVANCE PAYMENT

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

AGENCY

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

AUTHORIZATION CODE

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

AUTHORIZED USER

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

ATTENDANT

An operator of a PBX console or telephone switchboard.

BLES

Basic local exchange means residential-end-user access to and use of telephone-company-provided services over a single line or small-business-end-user access to and usage of telephone-company-provided services over the primary access line of service, which in the case of residential and small-business access and usage is not part of a bundle or package of services, that does both of the following;

- a. Enables a customer to originate or receive voice communications within a local service area as that area exists on the effective date of the amendment of this section by S.B. 162 of the 128th general assembly;
 - b. Consists of all of the following services;
 - 1. Local Dial Tone service;
 - 2. For residential end users, flat-rate telephone exchange service;
 - 3. Touch tone dialing service;

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EXPLANATION OF TERMS

BLES- continued

4. Access to and usage of 9-1-1 services, where such services are available;

5. Access to operator services and directory assistance;

6. Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;

7. Per call, caller identification blocking services;

8. Access to telecommunications relay service; and

9. Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

BUILDING

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

CALL INITIATION

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

CALL TERMINATION

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

RXPT.ANATTON OF TFRMS (cont'd)

CENTRAL OFFICE

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

CUSTOMER

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

EMERGENCY

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

EMERGENCY SERVICE (ENHANCED 911)

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

E911 SERVICE AREA

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

FXPLANATTON OF TERMS (cont'd).

E911 CUSTOMER

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

ERROR

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

EXCHANGE

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

EXCHANGE ACCESS LINE

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

FINAL ACCOUNT

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

INVESTIGATIVE OR LAW ENFORCEMENT OFFICER

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

EXPLANATION OF TERMS (cont'1)

LAST NUMBER REDIAL

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

LATA

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

LOCAL CALL

A call which is not rated as a long distance call.

LOCAL CALLING AREA

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

LOCAL EXCHANGE CARRIER

A company that furnishes exchange telephone service.

LOCAL SERVICE

Telephone exchange service within a local calling area.

MOVE

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

PBX

A private branch exchange.

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Millie Baldwin, President 7881 Tuscany Dr. Poland, OH 44514

EXPLANATION OF TERMS (cont'd)

PREPAID ACCOUNT

An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

PREPAID CALLING CARD

A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

PRESUBSCRIPTION

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

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX STATIONS, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PROMPT PAYMENT

A customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which his bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not currently delinquent in the payment of his bills.

RATE CENTER

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

EXPLANATION OF TERMS (cont'd)

RECURRING CHARGES

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

SERVICE COMMENCEMENT DATE

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

SERVICE ORDER

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

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SPEED CALLING

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

EXPLANATION OF TERMS (cont'd)

TELECOMMUNICATIONS RELAY SERVICE (TRS)

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

TELECOM UNIT

A measurement of telecommunications service equivalent to one minute of usage.

TELEPHONE CALL

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

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TOLL BLOCKING

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

EXPLANATION OF TERMS (cont'd)

TOLL CALL

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

UNDERLYING CARRIER

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

USER

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

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1. Local Exchange Service Regulations

1.1 Undertaking of the Company

The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a resale basis. Ameritech Ohio is the underlying incumbent local exchange carrier.

- B The Company is responsible under this tariff only for the services provided herein, and it assumes no responsibility for any service provided by any other entity, not including agents of the Company. Customers may use services provided under this tariff to obtain access to services offered by other service providers. However, this does not permit the Company to offer any services it purchased from Ameritech Ohio on a resale basis for resale to other carriers.
- C The Company will provide a toll-free number giving Customers access to service personnel 24 hours per day, 7 days per week.

The Company will comply with any applicable quality of service requirements according to Ohio laws and rules.

1.2 Terms and Conditions

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

Effective Date: May 19, 2011

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

1.2 Terms and Conditions (cont[']d)

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

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

1.2 <u>Terms and Conditions</u> (cont[']d)

In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

1.3 <u>Notification of Service Affecting Activities</u>

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

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

1.4 Provision of Services

A The Company will make reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Service installation shall be completed within five business days after a service order is placed.

The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of facilities the Company may obtain from other carriers to furnish service as required at the sole discretion of the Company.

Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

Effective: May 19, 2011

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- 1. Local Exchange Service Regulations (cont'd)
 - 1.4 <u>Provision of Services</u> (cont'd)
- E The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such services. Beyond this responsibility, the Company shall not be responsible for:
 - (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
 - (ii) the reception of signals by Customer provided equipment; or
 - (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.
- F 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.

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1. Local Exchange Service Regulations (cont'd)

1.5 Liability of the Company

- A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Services Standards and the Service Requirements Form.
- B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service offered under this tariff, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein. The limitation of liability contained herein will be in compliance with the Commission's Minimum Telephone Services Standards and the Service Requirements Form

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

1.5 liability of the Company

- C The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
 - (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
 - (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - (iii) claims for loss of profit; or
 - (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability.

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- 1. <u>Local Exchange Service Regulations</u> (cont[']d)
 - 1.5 <u>Liability of the Company</u>
- Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

1.5.1 With Respect to Emergency Number 911 Service

A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

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- 1. <u>Local Exchange Service Regulations</u> (contd)
 - 1.5 <u>Liability of the Company</u> (cont'd)

1.5.3 Reserved for Future

Delta Telecom, Inc.

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Section 1

1. Local Exchange Service Regulations (contd)

1.6 Obligations of the Customer

The Customer shall be responsible for:

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

Issue Date: May 19, 2011

- 1. Local Exchange Service Regulations (cont'd)
 - 1.6 Obligations of the Customer (cont'd)

1.6.1 Claims

- A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
 - (i) Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

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(ii) Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by Customer, including, without limitation, use of the Company's services in a manner not contemplated by the agreement between the Customer and the Company.

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Section 1

1. Local Exchange Service Regulations (cont'd)

> 1.6 Obligations of the Customer (cont'd)

> > 1.6.2 Station Equipment

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

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1. Local Exchange Service Regulations (cont[']d)

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

Delta Telecom, Inc.

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

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

1.7 Restoral of Service

When Customer's service has been permanently disconnected in accordance with this tariff and the service has been finalized through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

An applicant for service who previously has been, a customer of the utility and whose service was discontinued because of nonpayment of his bills may be required to pay such bill including a \$42 reconnection charge, and to reestablish his credit by depositing the amount prescribed in Section 1.9.2.

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1. Local Exchange Service Regulations (cont'd)

1.8 <u>Transfers and Assignments</u>

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

1.9 Notices and Communications

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

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1. <u>local Exchange Service Regulations</u> (cont[']d)

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

1.10 Customer Service

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

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2. <u>Service Descriptions and Rates General</u>

Delta Telecom, Inc.'s local service enables the business Customer to:

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

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Millie Baldwin, President 17 East McKinley Way. Poland, OH 44514

2. <u>Services Description and Rates</u> cont'd)

2.1 <u>Serving Areas</u>

2.1.1 Counties

The Company will serve these counties within the territory served by Ameritech. This tariff is effective only in those areas where a Commission approved interconnection agreement exists.

Adams Highland Ashtabula Hocking Belmont Jackson Jefferson Brown Butler Lake Carroll Lawrence Champaign Licking Clark Lorain Clinton Lucas Columbiana Madison Coshocton Mahoning Cuyahoga Medina Delaware Meigs Erie Miami Fairfield Monroe Fayette Montgomery Franklin Morgan Gallia Muskingum Noble Geauga Greene Ottawa Guernsey Perry

Portage Preble Ross Sandusky Scioto Seneca Shelby Stark Summit Trumbull Tuscarawas Union Vinton Warren Washington Wayne Wood Wyandot

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Hancock

Harrison

Millie Baldwin, President 17 East McKinley Way Poland, OH 44514

Pickaway

Pike

Services Description and Rates (cont'd)

2.1 Serving Areas

2.1.2 Exchange Service Areas

Exchange Services are provided in limited geographic areas. Exchange Services are provided at the following locations and in the following areas:

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Aberdeen Aberdeen

Ripley

Akron Akron

Atwater

Greensburg

Hartville Kent Manchester Mogadore North Canton Uniontown Ravenna Rootstown

Alliance

Alliance Atwater Canton

Marlboro Sebring

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2. <u>Services Description and Rates</u> (cont'd)

2.1.2 Exchange Service Areas (cont d)

EXCHANGE AREA EXCHANGE AREAS IN LOCAT, SERVICE AREA

Alton Columbus Met. Area London

Arabia Guyan Ironton Wal**nut**

Arabia Akron Atwater

Alliance Kent Marlboro Ravenna Rootstown

Atwater Andover

(N) Ashtabula Colebrook Dorset Greene

Jefferson Kinsman New Lyme Pierpont

Barnesville Beallsville Bethesda Somerton

Barnesville Beallsville

Barnesville Bethesda Clarington Somerton Woodsfield

Beallsville

Andover

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2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange: Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Beavercreek Dayton Met. Area

Donnelsville

Enon

Jamestown Medway New Carlisle Spring Valley

Xenia

Bedford Cleveland Met. Area

Chesterland

Belfast Belfast

Hillsboro Marshall

Sugar Tree Ridge

Bellaire Bellaire

Hillsboro Marshall

Sugar Tree Ridge

Bellbrook Dayton Met. Area

Donnelsville

Enon Medway New Carlisle Spring Valley

Xenia

Belpre Belpre

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2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Berea Cleveland Met. Area

Chesterland

Berlin Center Canfield

Damascus Lake

Milton

North Benton, North Jackson Salem Youngstown

Bloomingburg Bloomingburg

Jeffersonville New Holland Sedalia

Washington Ct. House

Bloomingville Bloomingville

Castalia Sandusky

Bowersville Bowersville

Jamestown Milledgeville Xenia

Brecksville Cleveland Met. Area

Chesterland

Burton Burton Chagrin

Falls Cleveland

Bristolville Cortland

Greene Johnston Mesopotamia

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2. <u>Services Description and Rates</u> (cont[']d)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Canal Fulton Canal Fulton

Akron Canton Manchester Massillon North Canton

Canal Winchester Columbia Met. Area

Carroll Lancaster

Canfield Canfield

North Jackson North Lima Salem

Youngstown

Cantield Canton

Alliance Canal

Fulton
Hartville
Louisville
Magnolia
Waynesburg
Marlboro
Massillon
Navarre
North Canton

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2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange Service Areas (cont.d)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Carroll Carroll

Bloomingville Sandusky

Cedarville
Jamestown
Pitchin
South Solon
South Charleston

Yellow Springs - Clifton

Xenia

Cedarville Dayton Met. Area

Donnelsville

Enon Medway Franklin New Carlisle Spring Valley

Centerville Burton

Cleveland Met. Area

Chesterland

Chagrin Falls Cheshire

Gallipolis Vinton

Cheshire Chesterland

Cleveland Met. Area

Kirtland

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2. <u>Services Description and Rates</u> (contd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Carroll Caroll

Bloomingville

Sandusky

Castalia Castalia

Bloomingville

Sandusky

Cedarville Cedarville

Jamestown
Pitchin
South Solon
South Charleston

Yellow Springs - Clifton Xenia

Centerville Dayton Met. Area

Donnelsville

Enon Medway Franklin New Carlisle Spring Valley

Burton

Chagrin Falls

Cleveland Met. Area

Chesterland

Cheshire Cheshire

Gallipolis Vinton

Chesterland Cleveland Met. Area

Chesterland

Kirtland

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2. <u>Services Description and Rates</u> (cont'd)

2.1.2 Exchange Service Area (cont'd)

EXCHANGE AREA, EXCHANGE AREAS IN LOCAL SERVICE AREA

Conesville Conesville

Coshocton Dresden West LaFayette

Coming

Coming New Lexington Shawnee

Coshocton Conesville

West LaFayette

Cortland Bristolville, Cortland,

Greene, Hartford, Johnston Kinsman, Niles, Sharon, Warren, Youngstown

Dalton Dalton

Massillon

Damascus Alliance, Berlin Center, Canfeld

Lisbon, North Georgetown, North Benton, Salem, Sebring,

Winona, Youngstown

Danville Danville

Hillsboro

Sugar Tree Ridge

Dayton Dayton Met Area

Donnelsville
Enon
Franklin
Jamestown
Medway
Middletown
New Carlisle
Spring Valley

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2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange Service Areas (cont d)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Dayton Yellow Springs-Clifton

Xenia

Donnelsville Donnelsville

Dayton Met. Area

Enon Medway New Carlisle North Hampton Springfield

Dresden Dresden

Conesville Zanesville

Dublin Columbus Met. Area

Duffy Duffy

Clarington Graysville

New Matamoras Woodsfield

East Liverpool East Liverpool

Lisbon Rogers Salineville

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

East Palestine East Palestine

Columbiana

Lisbon

New Waterford

Rogers Salem

Youngstown

Enon Enon

Dayton Met. Area Donnelsville Springfield

Yellow Springs-Clifton

Fairborn

Dayton Met.Area Donneslville

Enon Medway New Carlisle Spring Valley

Yellow Springs-Clifton

Findlay Findlay

Fletcher - Lena Fletcher - Lena

Christiansburg

Piqua

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2. Services Description and Rates (cont d)

2.1.2 Exchange Service Area (cont'd)

EXCHANGE AREA EXCHANGE AREAS TN LOCAL SERVICE AREA

Fostoria Fostoria

New Riegal

Franklin Dayton

Franklin

Miamisburg-West

Carrollton Middletown

Fremont Fremont

Lindsey

Fultonham Fultonham

New Lexington

Roseville Somerset Zanesville

Gahanna Columbus Met. Area

Gallipolis Gallipolis

> Cheshire Guyan Rio Grande Vinton Walnut

Gates Mills Cleveland Met. Area

> Chesterland Kirtland Mentor

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2. <u>Services Description and Rates</u> (cont'd) 2.1.2

Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL, SERVICE AREA

Girard Girard

Hubbard Niles Youngstown

Glenford Glenford

New Lexington Somerset Thornville

Gnadenhutten Gnadenhutten

Newcomerstown Uhrichsville

Graysville Graysville

Andover,

Bristolville Cortland Greene Johnston

North Bloomfield

Warren

Kinsman

Greensburg
Duffy
Duffy
Greensburg Akron
Manchester North
Canton Uniontown

Lewisville New Matamoras Woodsfield

Greene

Grove City Columbus Met. Area

Groveport Columbus Met Area

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2. <u>Services Description and Rates</u> (cont[']d)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Guyan . Guyan Arabia

Gallipolis Walnut

Harrisburg Columbus Met. Area

London

Hartford Cortland

Hartford Johnston Kinsman Sharon Warren

Hartville Akron

Hartville Canton Louisville Marlboro North Canton Uniontown

Hillcrest Cleveland Met. Area

Chesterland Kirtland

Hilliard Columbus Met. Area

Hillsboro Hillsboro

Belfast Danville Marshall Rainsboro Sugar Tree Ridge

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2. <u>Services Description and Rates</u> (cont'd) **2.1.2**

Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Holland Toledo Met. Area

Hubbard Girard

Lowellville Youngstown Sharon

Independence Cleveland Met. Area

Chesterland

Ironton Ironton

Arabia

Jamestown

Jamestown Beavercreek Bowersville Cedarville Dayton

Jeffersonville Milledgeville South Solon

Xenia

Jeffersonville

Jeffersonville Bloomingburg Jamestown Milledgeville Sedalia South Solon

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2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Kent Kent Akron

Atwater Mantua Mogadore Ravenna Rootstown

Kirtland Kirtland

Chesterland Gates Mills Hillcrest Mentor

Painesville Terrace Wickliffe Willoughby

Lancaster Canal Win

Canal Winchester

Carroll

Rushville Sugar

Grove

Leetonia Leetonia

Lisbon

Columbiana Salem Youngstown

Lake Milton Berlin Center

Canfield Newton Falls North Benton North Jackson Lake Milton

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2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Leroy, Cleveland, Mentor, Painsville, Willoughby

Lewisville, Graysville, Woodsfield

Lindsey, Fremont

Lisbon, Columbiana, East Liverpool, East Palestine, Leetonia,

Rogers, Salem, Salineville, Wellsville, New Waterford

Lockbourne Columbus Met Area

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2. <u>Services Description and Rates</u> (cont'd)

2.1.2 **Exchange Service** Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

London London

Alton Columbus Harrisburg Sedalia

South Charleston South Solon South Vienna West Jefferson

Louisville

Louisville Canton

Hartville North Canton

Lowellville Lowellville

Hubbard North Lima Youngstown

Magnolia-Waynesburg Magnolia-Waynesburg

Canton

Manchester Akron

Canal Fulton Manchester

Mantua Mantua

Kent

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2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Marietta Marietta

Newport Belpre

New Matamoras

Marlboro Marlboro

Alliance Atwater Canton Hartville Rootstown

Marshall Marshall

Belfast Hillsboro Rainsboro

Martins Ferry-Bridgeport

Massillon Massillon

Canal Fulton Canton Dalton Navarre

North Canton

Maumee Toledo Met Area

2. <u>Services Description and Rates</u> (cont d)

2.1.2 **Exchange Service Area** (cont[']d)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Medway Medway

Dayton Met. Area Donnelsville New Carlisle Springfield

Mentor Mentor

Gates Mills Kirtland Leroy Painesville Wickliffe Willoughby

Miamisburg-West Dayton Met. Area

Donnelsville

Enon Franklin Medway New Carlisle Spring Valley

Middletown Middletown

Dayton Franklin Monroe Trenton Milledgeville

Milledgeville Milledgeville

Bowersville Jamestown Jeffersonville

Washington Ct. House

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2. <u>Services Description and Rates (cont'd)</u>

Exchange Service Areas (cont'd)

EXCHANGE AREAS IN LOCAL SERVICE

Mingo Junction Mingo Junction

Steubenville

Mogadore Mogadore

Akron Kent

Uniontown

Monroe Monroe

Middletown Trenton

Montrose Cleveland Met Area

Murray City Murray City

Nelsonville Shawnee

Navarre Navarre

Canton Massillon

Nelsonville Nelsonville

Murray City Shawnee

New Albany Columbus Met.

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2. <u>Services Description and Rate</u> (cont d)

2.1.2 Exchange Service Area (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

New Carlisle New Carlisle

Christiansburg
Dayton Met. Area

Donnelsville Medway

North Hampton Springfield

Newcomerstown Newcomerstown

Gnadenhutten West LaFayette

New Holland New Holland

Bloomingburg

Washington Ct. House

New Lexington New Lexington

Corning
Fultonham
Glenford
Roseville
Shawnee
Somerset
Thornville
Zanesville

New Matamoras New Matamoras

Duffy Graysville Marietta

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2. Services Description and Rates, (cont'd)

2.1.2 **Exchange** Service Area (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL, SERVICE AREA

Newport

Newport Marietta

New Matamoras

New Riegel
Fostoria Tiffin

New Waterford New Waterford

Columbiana East Palestine Rogers Lisbon North Lima Youngstown

Niles Girard

Niles Grard North Jackson

Youngstown

North Canton Akron

Canal Fulton
Canton Greensburg

Hartville Louisville

Massillon Uniontown

Newton Falls Lake Milton

Newton Falls North Jackson Ravenna Warren Wayland

Windham

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North Canton

2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange Service Areas (cont'd) EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

North Benton Alliance,

Berlin Center Canfield Damascus Lake Milton North Benton Ravenna Salem Sebring Youngstown

North Hampton. North Hampton

Christiansburg Donnelsville New Carlisle Springfield Tremont City

North Jackson North Jackson

Canfield Niles Youngstown

North Lima Canfield

Columbiana Lowellville Youngstown New Waterford

North Royalton Cleveland Met. Area

Chesterland

Norwich Norwich Philo Zanesville

Olmsted Falls Cleveland Met. Area

Chesterland

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Painesville Painesville

> Kirtland Leroy Mentor Willoughby

Perrysburg Toledo Met. Area

Philo Philo

> Norwich Roseville Zanesville

Piqua Piqua

Fletcher-Lena

Pitchin Cedarville

South Charleston

Springfield

Yellow Springs-Clifton

Rainsboro Rainsboro

> Hillsboro Marshall

Ravenna Ravenna

> Akron Atwater Kent Mantua Rootstown

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2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchanges Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Reynoldsburg Columbus Met. Area

Rio Grande Rio Grande

Gallipolis Vinton Walnut

Ripley Ripley

Aberdeen

Rogers Rogers

Columbiana East Liverpool East Palestine

Lisbon

New Waterford

Rootstown Rootstown

Atwater Kent Marlboro Ravenna Akron

Roseville Roseville

Fultonham New Lexington

Philo Zanesville

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2. <u>Services Description and Rates</u> (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Rushville Rushville

Lancaster Somerset Thornville

St. Clairsville St. Clairsville

Bethesda

Salem Canfield East

Palestine Salem Columbiana Leetonia Lisbon Youngstown

Salineville East

Liverpool Lisbon Wellsville

Sandusky Sandusky

Bloomingville

Castalia

Sebring Sebring

Alliance

Sedalia Sedalia

Bloomingburg Jeffersonville London South Solon

2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Sharon Sharon Hubbard

Youngstown

Shawnee Shawnee

Coming Murray City Nelsonville New Lexington

Somerset Somerset

Fultonham Glenford

New Lexington Rushville Thornville

Somerton Somerton

Barnesville Beallsville Woodsfield

South Charleston South Charleston

Cedarville London Pitchin South Solon South Vienna Springfield

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2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA, EXCHANGE AREAS IN LOCAL, SERVICE AREA

South Solon South Solon

Cedarville Jamestown Jeffersonville London Sedalia

South Charleston

South Vienna South Vienna

London

South Charleston Springfield

Springfield Springfield

Donnelsville

Enon Medway New Carlisle North Hampton

Pitchin

South Charleston South Vienna Tremont City

Yellow Springs-Clifton

Spring Valley Spring Valley

Dayton Met. Area

Xenia

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2. <u>Services Description and Rates</u> (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Steubenville Steubenville

Mingo Junction

Toronto

Cleveland Met. Area

Chesterland

Strongsville Sugar

Sugar Grove

Lancaster

Grove Sugar Tree

Sugar Tree Ridge

Belfast

Ridge Danville

Hillsboro Winchester

Cleveland Met. Area

Burton

Terrace Chesterland

Kirtland

Thornville

Glenford

Thornville New Lexington

Rushville Somerset

Tiffin Tiffin

New Riegel

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Toledo Toledo Met. Area

Toronto Toronto

> Steubenville Wellsville

Tremont City North Hampton Springfield

Tremont City

Trenton Middletown Monroe

Trenton

Cleveland Met. Area

Chesterland

Uhrichsville Gnadenhutten

Trinity

Uniontown

Akron Uhrichsville

> Greensburg Mogadore Hartville

Uniontown North Canton

Upper Sandusky Upper Sandusky

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Vandalia Dayton Met. Area

Donnelsville Enon Medway New Carlisle Spring Valley

Victory Cleveland Met. Area

Chesterland

Vinton Vinton

Cheshire Gallipolis Rio Grande

Walnut Walnut

Arabia Gallipolis Guyan Rio Grande

Warren Bristolville

Cortland Girard Greene Hartford Hubbard Johnston Lake Milton Kinsman

Mesopotamia Newton Falls Niles

North Bloomfield North Jackson Sharon Warren Wayland Windham Youngstown

Washington Ct. House Washington Ct. House

Bloomingburg Jeffersonville Milledgeville New Holland

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2. Services Description and Rates (cont'd)

2.1.2 Exchange Service; Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Wayland Lake Milton

Newton Falls Ravenna Warren Wayland Windham

Wellsville Wellsville

East Liverpool Lisbon Salineville Toronto

Westerville Columbus Met. Area

West Jefferson Columbus Met.

London

West LaFayette West LaFayette

Conesville Coshocton Newcomerstown

Whitehouse Toledo Met.

Wickliffe Cleveland Met. Area

Chesterland Kirtland Mentor

Willoughby Cleveland Met. Area

Chesterland Kirtland Leroy Mentor Painesville

Winchester Winchester

Sugar Tree Ridge

2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange Service Areas (cont'd)

EXCHANGE AREA EXCHANGE AREAS IN LOCAL SERVICE AREA

Woodsfield Woodsfield

Beallsville Clarington Duffy Graysville Lewisville Somerton

Worthington Columbus Met. Area

Xenia Xenia

Beavercreek
Bellbrook
Bowersville
Cedarville
Jamestown
Spring Valley

Yellow Spring-Clifton

Dayton

2. <u>Services Description and Rates</u> (cont d)

2.1.2 Exchange Service Area (cont'd)

EXCHANGE AREAS IN LOCAL SERVICE AREA

Yellow Springs-Clifton Yellow Springs-Clifton

Cedarville Enon Fairborn Pitchin Xenia Springfield Dayton

Zanesville Zanesville

Dresden
Fultonham
Norwich
Philo
Roseville
New Lexington

Pitchin Pitchin

Cedarville

South Charleston Springfield

Yellow Springs-Clifton

cont'd)

2. Services Description and Rates

2.1.4 Calling Areas

A) <u>Metropolitan Areas</u>

1) The exchange areas included in the Cleveland Metropolitan Area are as follows:

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

Montrose

2) The exchange areas included in the Columbus Metropolitan Area are as follows:

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

Harrisburg

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2. <u>Services Description and Rates</u> (cont'd)

2.1.4 Calling Areas

- A) Metropolitan Areas (cont'd)
 - 3) The exchange areas included in the Dayton Metropolitan Area are as follows:

Dayton Fairborn

Beavercreek Miamisburg-West Carrollton

Bellbrook Vandalia

Centerville

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

Toledo Holland Maumee Perrysburg

Whitehouse

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2. Service Description and Rates

2.2 Number Retention Charge (Reserved for Future Use)

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- 2. <u>Service Description and Rates</u> (cont'd)
 - 2.2.1 Number Release Charge (Reserved for Future Use)

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Service Description and Rates (cont'd)

2.3 Resold Line Service

Resold Business Line service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

B. Resold Residential Line service offers the Customer a choice of billing options, and a host of optional features.

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2	Service Description and Rates (coe	d)

2.3 Resold Business Line Service

2.3.1 Rates

Billing Option 1 - Customers receive a lower monthly recurring line charge in exchange for a term plan.

	Monthly Recu	rring Charge	Per Ca	ll Charge
Term Plan	Actual	Max.	Actual	Max
Month to Month	\$55.00	\$75.00	\$.07	\$.10
One Year	\$45.00	\$75.00	\$.07	\$.10
Two Year	\$35.00	\$75.00	\$.07	\$.10
Three Year	\$29.00	\$75.00	\$.06	\$.10

Billing Option 2 - Customers receive a lower incremental charge in exchange for a term plan.

	Monthly Recu	Monthly Recurring Charge		Incremental Charge*	
Term Plan	Actual	Max.	Actual	Max.	
Month to Month	\$35.00	\$75.00	\$.016	\$.036	
One Year	\$30.00	\$75.00	\$.014	\$.034	
Two Year	\$25.00	\$75.00	\$.012	\$.032	
Three Year	\$25.00	\$75.00	\$.009	\$.029	

^{*} Billing is in six second increments with an 18 second minimum.

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Delta Telecom, Inc. Ohio Tariff No. 4 Issue Date: May 19, 2011 Original Page Service Description and Rates (coed) 2 2.3 Resold Residential Line Service 2.3.1 Rates

Billing Option – Basic Residential Service

Monthly Recurring Charge

Section 2

No. 43

Term Plan Actual Max Month to Month \$24.00 \$35.00

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2	Serv	ice Description and Rates (cont'd)					
	2.4	Service Conversion Fees	_				
	A	Customers will be assessed a non-recurring fee for converting existing lines to the Company's service.	ne				
		2.4.1 Rates					
		First Line \$50.00					
		2.4.2 <u>Service Conversion Waiver</u>					
		Customers who opt for a term plan agreement are eligible for 100% waiver of Service Conversion Charges.					
	2.5	<u>Installation Fees</u>					
		A non-recurring installation fee will be assessed when a new line is added to a new or existing account.					
		2.5.1 Rates					
		First Line \$55.00					

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Line Restore Fee \$42.00

Delta Telecom, Inc.

Delta Telecom, Inc.

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Section 2

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2.6 IntraL,ATA Presubscription

2.6.1 General

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

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Service Description and Rates (cont'd)

2.6 <u>IntraLATA Presubscription</u>

2.6.2 IntraL.ATA Presubscription Offering

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

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

Option C: Subscriber may select a carrier other than the Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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Section 2

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2 <u>Service Description and Rates</u> (cont'd)

2.6 IntraLATA Presubscription (cont'd)

2.6.3 Rules and Regulations

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

Subscribers of record or new subscribers may select either Options A, B, C or D for intraLATA presubscription.

C Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph 2.11.5 below.

2.6.4 Procedures

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

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Service Description and Rates (cont'd)

2.6 IntraLATA Presubscription (cont'd)

2.6.4 Procedures

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

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Service Description and Rates (cont'd)

Reserved for Future Use

2.8 Carrier to Carrier Rates

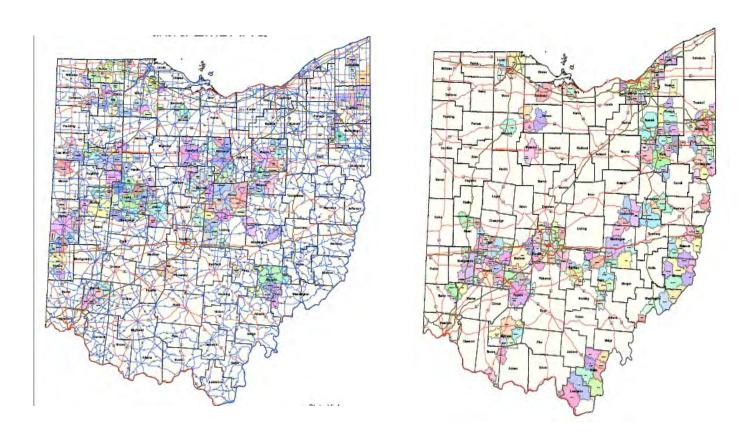
As a LEC that provides local service through its own facilities or in combination with its own facilities, all of the company's resale service offerings, with the exception of services not available for resale pursuant to Section IX.C. of the local competition guidelines, are available for resale to any other LEC on a non-discriminatory basis, at the retail rates set forth herein.

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Issue Date: May 19, 2011

Service Description and Rates (cont'd)

2.9 <u>Proposed Service Area</u> **OHIO SERVICE AREA**



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Delta Telecom, Inc.

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Issued: May 19, 2011

Original Page No. 1

3.

3.1 Payment and Billing

3.1.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

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Section No. 3

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3. 3.2 <u>Late Charge</u>

A late payment charge of 1.5% is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination.

3.3 Presubscribed Interexchange Carrier Charge

A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills as permitted by the Commission.

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Revised Page 3

3.4 **E-911 Service Charge**

Per line/trunk Cost

AT&T Ohio areas \$0.12 Centurylink areas \$0.20

3.5 <u>Telecommunications Relay Services</u>

Customers will be assessed a monthly per line charge to fund the Telecommunications Relay Services for the State of Ohio in accordance with section 4905.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

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Millie Baldwin, President 17 East Mckinley Way Poland, OH 44514

2.11.5 INTRALATA PRESUBSCRIPTION CHARGES

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CUSTOMER NOTICE AFFIDAVIT

STATE OF: OHO

SS:

COUNTY OF: MahouING

AFFIDAVIT

I, Millie Baldwin, am an authorized agent of the applicant corporation, Delta Telecom, Inc., and am authorized to make this statement on its behalf. I attest that the customer notice(s) accompanying this affidavit were sent to affected customers through a letter sent on May 17, 2011 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 _ 5.19 2011

(Date)

POLAND

(Location)

Millie Baldwin, President

un a. Thibush

JEAN A. MILUSH Notary Public, State of Ohio My Commission Expires April 05, 2016



May 17, 2011

Beginning on May 17, 2011, the prices, service descriptions, and the terms and conditions for services other than a primary line provided by Delta Telecom, Inc. will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification <u>will not change</u> the prices, terms, or conditions of those services to which you currently subscribe. Delta Telecom, Inc. must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services.

Since these services will no longer be on file at 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 services, 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 Delta Telecom, Inc. at the toll free number, 800.961.5382.

Sincerely,

Delta Telecom, Inc.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/19/2011 4:50:43 PM

in

Case No(s). 11-2996-TP-ATA, 90-9331-TP-TRF

Summary: Application electronically filed by Ms. Millie Baldwin on behalf of Delta Telecom, Inc